FILED: ERIE COUNTY CLERK 08/14/2019 04:18 PM

NYSCEF DOC. NO. 68

INDEX NO. 813400/2018

RECEIVED NYSCEF: 08/14/2019

EXHIBIT B

TILED: ERIE COUNTY CLERK 08/14/2019 04:18 PM INDEX NO. 813400/2018

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DeAngelo Vehicle Sales, LLC,

Plaintiff,

v.

Certain Underwriters at Lloyd's London,

Defendant

FEB Z 1 2019

KATE BARKMAN, CIGIK
By Dep. Clerk

FIRST AMENDED COMPLAINT

Civil Action No.: 19-cv-0246

Plaintiff, DEANGELO VEHICLE SALES, LLC ("Plaintiff" or "DVS"), by and through undersigned counsel, hereby files this Amended Complaint against CERTAIN UNDERWRITERS AT LLOYD'S, LONDON ("Defendant"), and in support thereof, states as follows:

PARTIES

- 1. Plaintiff, DVS, is a Pennsylvania Limited Liability Company with address located at 9 Banks Avenue, McAdoo, PA 18237.
- 2. Defendant, CERTAIN UNDERWRITERS AT LLOYD'S LONDON ("UNDERWRITERS") are a group of certain Underwriters at Lloyd's, London whose syndicate numbers and proportions underwritten may be ascertained from HANLEIGH for the Insurance Policy (as later defined) at issue. UNDERWRITERS' address for service of process purposes is courtesy of: Mendes & Mount, 750 Seventh Avenue, New York, NY 10019.

NATURE OF ACTION, JURISDICTION, AND VENUE

- 3. This is an action for (i) breach of contract, and (ii) "bad faith" under 42 Pa.C.S. § 8371.
 - 4. This matter is within the jurisdiction of this Court pursuant to 28 U.S.C. §1332(a).

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The parties are diverse, and the amount in controversy exceeds \$75,000.00.

5. Venue is proper within this District pursuant to Section 4 of the Certificate Provisions contained in the LOV Insurance Policy (as later defined) at issue, which states, in pertinent part: "It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States." As DVS is the Assured pursuant to the LOV Insurance Policy and as further explained below, and DVS has elected to bring suit within this district, and this Court maintains competent jurisdiction pursuant to 28 U.S.C. § 1332(a), it follows that the Southern District of Florida (Fort Lauderdale Division) is a permissible venue for this litigation.

GENERAL ALLEGATIONS

- 6. On or around August 24, 2016, Thrivest Specialty Funding III, LLC ("TSF III"), Adrian Peterson ("PETERSON"), and UNDERWRITERS entered into Policy No. RCA06816514 (the "LOV Insurance Policy") for the purpose of providing PETERSON with Professional Athlete Loss of Value Insurance. A true and correct copy of the LOV Insurance Policy is attached hereto as **Exhibit A**.
- 7. Specifically, the LOV Insurance Policy was issued to TSF III as the "Assured" and PETERSON as the "Insured," and was issued to cover "Accident and Sickness Permanent Total Disability." The term of the LOV Insurance Policy is from June 22, 2016 March 22, 2017, and the Aggregate Limited of Indemnity provided pursuant thereto is Three Million Dollars (USD \$3,000,000.00).
- 8. On August 27, 2017, TSF III and DVS entered into a Letter Agreement, whereby TSF III assigned and granted to DVS all rights, title, and interest TSF III may have in and to the

LOV Insurance Policy. As a result thereof, DVS takes the place of TSF III as the "Assured" under the LOV Insurance Policy, and has all rights and interest originally granted to TSF III as a result thereof. A true and correct copy of the Letter Agreement is attached hereto as **Exhibit B**.

- 9. On September 18, 2016, PETERSON suffered a torn meniscus and lateral collateral ligament sprain during the third quarter of the Minnesota Vikings' 2016 NFL Week 2 matchup against the Green Bay Packers (information detailing injury attached hereto as Exhibit C). The Minnesota Vikings subsequently released PETERSON at the end of the 2016 NFL Season, thereby making him an unrestricted free agent heading into the 2017 NFL Season.
- 10. On June 8, 2017, PETERSON submitted a claim through Proof of Loss form for benefits under Section B of the LOV Insurance Policy for Loss of Value to UNDERWRITERS correspondent, Hanleigh Management, Inc. Section B of the LOV Insurance Policy states, in pertinent part, that PETERSON shall be covered:

For his Aggregate Ascertained Loss, up to, but not exceeding the Limit of Indemnity, should the Insured not receive an Offer from a Professional American Football Team that Totals USD 12,000,000 or more of Compensation based on a 3 year contract (USD 4,000,000 per year irrespective of whether the contract is paid evenly over the number of years, for the purposes of this policy it is deemed to be paid evenly.)* or pro rata in the event of a short or longer duration contract.

Furthermore, the LOV Insurance Policy defines:

- Aggregate Ascertained Loss as "the difference between the (i) Offer as stated in the insuring agreement and the actual Compensation included in the largest Offer made by a Professional American Football Team or pro rata if a shorter or longer term;"
- (ii) Compensation as "money, property, investments, loans, options, or anything else of value, whether or not in cash, regardless of when paid, including, but not limited to, Salary and Signing Bonus included in an Offer made by a Professional American Football Team, including,

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Performance, Roster, and Reporting Bonus;" and

- (iii) Offer as "a proposal to play Football for a Professional American Football Team made to the Insured or his agent / representative within the policy period or within 15 months thereafter and being after the date of Injury of Manifestation of Illness (being the subject of a claim) whether signed and agreed by the Insured or otherwise."
- 11. PETERSON's claim of Loss of Value was based upon his signing of a two year / \$7 Million contract with the New Orleans Saints ("New Orleans Saints Contract") on or before April 25, 2017. Information summarizing compensation details contained in PETERSON's New Orleans Saints Contract is attached hereto as **Exhibit D**, and a true and correct copy of the New Orleans Saints Contract is attached hereto as Exhibit E.
- 12. On June 16, 2017, Empirical Loss Management, LLC ("EMPIRICAL") appointed by UNDERWRITERS to assist in the investigation and adjustment of PETERSON's claim - responded to PETERSON's Loss of Value claim seeking addition information regarding his injury suffered on September 18, 2016. A true and correct copy of EMPIRICAL's June 16, 2017 response is attached hereto as Exhibit F.
- On June 26, 2017, PETERSON responded to EMPIRICAL's request for additional information via the June 26, 2017 correspondence attached hereto as Exhibit G.
- 14. On August 24, 2017, EMPIRICAL issued a Declination of Benefits / Coverage ("Declination Letter"), stating that no benefits were payable to PETERSON or DVS (as Assured) for PETERSON's Loss of Value claim because PETERSON was unable to prove that he sustained an Aggregate Ascertained Loss pursuant to his signing of the New Orleans Saints Contract. A true and correct copy of the Declination Letter is attached hereto as Exhibit H.
- On September 12, 2017, PETERSON responded to EMPIRICAL's Declination of Benefits / Coverage with a Request to Review to be forwarded to the UNDERWRITERS, seeking

review of the factors contemplated in issuing the Declination Letter and informing EMPIRICAL of PETERSON's decision to formally contest UNDERWRITERS' decision to deny benefits / coverage. A true and correct copy of the Request to Review is attached hereto as **Exhibit I**.

16. Moreover, the Request to Review informed EMPIRICAL that based upon PETERSON's interpretation of the definitions contained in the LOV Insurance Policy – specifically, PETERSON's interpretation of the terms (i) Compensation, and (ii) Aggregate Ascertained Loss – EMPIRICAL and/or UNDERWRITERS had misinterpreted the actual value of the New Orleans Saints Contract to be worth two years / \$12.5 Million (\$6.25 Million per season), when in actuality the New Orleans Saints Contract was worth two years / \$7 Million (\$3.5 Million per season). As stated in the Request to Review:

Based upon the foregoing, it follows that the [New Orleans Saints] Contract carries a total guaranteed amount of only USD \$3,500,000, and that Mr. Peterson may be released therefrom without further Compensation at any time during the Contract. Furthermore, according to numerous reports by NFL Insiders and experts with express knowledge of the interworking of NFL contracts, Mr. Peterson's Contract value is for two (2) years at USD \$3,500,000 per season, or USD \$7,000,000 in total.... Thus, Mr. Peterson has sustained an Aggregate Ascertained Loss of USD \$500,000 per year contained in the Contract, and the total amount payable to him under the [LOV Insurance] Policy is USD \$1,000,000. (emphasis added).

- 17. On September 25, 2017, Wilson Elser a law firm retained by UNDERWRITERS to respond to PETERSON's Request to Review responded to PETERSON's Request to Review, further denying benefits / coverage based on the same reasoning provided in EMPIRICAL's Declination Letter. A true and correct copy of the Wilson Elser letter is attached hereto as **Exhibit J**.
- 18. Based on the reasoning provided in the Declination Letter and the Wilson Elser letter, it appears that UNDERWRITERS have mischievously interpreted the relevant definitions

contained in the LOV Insurance Policy in an effort to avoid providing benefits / coverage payable to PETERSON due to this injury sustained on September 18, 2016.

- 19. As UNDERWRITERS (through Hanleigh Management, Inc.) are the sole drafters of the LOV Insurance Policy, all interpretations are to be construed against them; as a result, interpretation of the LOV Insurance Policy in the manner most favorable to PETERSON and DVS is required.
- 20. Importantly, while the LOV Insurance Policy defines Compensation as money included in an Offer regardless of when paid, it does not state, "regardless of if paid." This, coupled with the fact Aggregate Ascertained Loss is defined as the difference between the Offer and the actual Compensation included in the largest Offer, lends to the interpretation adopted by PETERSON that Compensation and therefore calculation of Aggregate Ascertained Loss is contingent on the Compensation actually delivered, earned, and/or received by PETERSON under the terms of the New Orleans Saints Contract.
- 21. On October 10, 2017, the New Orleans Saints traded PETERSON to the Arizona Cardinals, which subsequently released PETERSON at the end of the 2017 NFL Season on March 12, 2018.
- 22. As a result, PETERSON played only one (1) year under the New Orleans Saints Contract, and was paid a total of \$3.5 Million thereunder, thereby rendering him eligible for coverage under the LOV Insurance Policy.
- 23. All conditions precedent to the filing of this Complaint have been completed and/or waived.

COUNT I – BREACH OF CONTRACT

24. DVS hereby incorporates by reference Paragraphs 1-23 of the Complaint as if fully

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set forth herein.

- 25. This is a count for breach of contract against UNDERWRITERS.
- 26. The LOV Insurance Policy provides Loss of Value coverage for injury sustained during the coverage period (i.e. June 22, 2016 – March 22, 2017).
- 27. PETERSON suffered a torn meniscus and lateral collateral ligament sprain on September 18, 2016, which date falls within the coverage period. As a result of the injury, PETERSON was forced to undergo surgery, missed a significant amount of playing time, incurred a significant decrease in production, and was subsequently released by the Minnesota Vikings at the end of the 2016 NFL Season.
- 28. While PETERSON eventually signed the New Orleans Saints Contract, as detailed in PETERSON June 26, 2017 correspondence delivered to EMPIRICAL and PETERSON's Request to Review provided to UNDERWRITERS, the actual value of the New Orleans Saints Contract was two years / \$7 Million (i.e. \$3.5 Million per season). Furthermore, PETERSON was released from the New Orleans Saints Contract upon the conclusion of the 2017 NFL Season, thereby only earning \$3.5 Million thereunder for the total term thereof.
- 29. The LOV Insurance Policy states benefits will be paid to PETERSON in the event he signs a NFL Contract for value less than \$4 Million per season. Because the actual value of the New Orleans Saints Contract was for less than \$4 Million per season, the LOV Insurance Policy is required to cover the difference.
- As Assured, DVS has a financial interest in the bringing of this lawsuit against UNDERWRITERS for the enforcement of the LOV Insurance Policy. Thus, as a direct and proximate result of UNDERWRITERS failure to provide coverage as required by the LOV Insurance Policy, DVS has suffered damages.

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COUNT II – BAD FAITH

- 31. DVS hereby incorporates by reference Paragraphs 1-23 of the Complaint as if fully set forth herein and further alleges as follows:
 - 32. This is a count for "bad faith" against UNDERWRITERS.
- UNDERWRITERS do not have a reasonable basis for denying the claim and 33. benefits available under the LOV Insurance Policy.
- 34. UNDERWRITERS knew and/or recklessly disregarded its lack of reasonable basis for denying the claim and benefits available under the LOV Insurance Policy.
- 35. Moreover, UNDERWRITERS failed to conduct a thorough investigation of the underlying claim, in that, prior to its denial, they, *inter alia*:
 - Did not request or conduct a medical examination of PETERSON and never a. sought to determine whether his injury negatively affected his football skills;
 - b. Failed to request or conduct PETERSON's statement under oath;
 - Did not consider or seek out anything concerning PETERSON's medical C. treatment for his injury of September 18, 2016;
 - d. Did not consider or seek out any information about offers and/or contracts that PETERSON received from NFL teams (other than the New Orleans Saints or the Arizona Cardinals):
 - Did not consider or seek out any records from NFL teams that have e. employed PETERSON since the inception date of the LOV Insurance Policy; and/or
 - f. Failed to consider (or even acknowledge) the evidence that non-guaranteed

payments are not taken into account as compensation for NFL players.

36. As a result thereof, UNDERWRITERS failure to provide the benefits in accordance with the LOV Insurance Policy constitutes bad faith under the LOV Insurance Policy.

CLAIM FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for:

- Actual damages in the amount of \$1,000,000.00;
- Punitive damages; (b)
- (c) Interest;
- Attorneys' fees and costs; and (d)
- (e) Such other relief as the Honorable Court shall deem just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues so triable.

(SIGNATURE ON THE NEXT PAGE)

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Date: February 21, 2019

Respectfully submitted, KALIKHMAN & RAYZ, LLC

Arkady "Eric" Rayz 1051 County Line Road, Suite "A" Huntingdon Valley, PA 19006 Telephone: (215) 364-5030 Facsimile: (215) 364-5029 E-mail: erayz@kalraylaw.com

HEITNER LEGAL, PLLC

Darren A. Heitner [admitted pro hac vice] 215 Hendricks Isle Fort Lauderdale, FL 33301 Telephone: (954) 558-6999

Facsimile: (954) 927-3333

E-mail: darren@heitnerlegal.com

Counsel for Plaintiff

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EXHIBIT "A"

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This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Hanleigh Management, Inc. 50 Tice Blvd., Suite 122, Woodcliff Lake, NJ 07677

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CERTIFICATE PROVISIONS

- 1. Signature Required. This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
- Correspondent Not Insurer. The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
- 3. Cancellation. If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
- Service of Suit. It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

- 5. Assignment. This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed
- Attached Conditions Incorporated. This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
- 7. Short Rate Cancellation. If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Porce	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Porce	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	
1	5%	66 - 69	29%	154 - 156		256 - 260	77%	
2 6		70 - 7330		157 - 160 54		761 - 264 78		
3 - 4		74 - 76	31	161 - 164	55	265 - 269	79	
	8	77 - 80	32	165-167	56	270 - 273 (9 mos)80	
	9	81 - 83	33	168 - 171	57	274 - 278		
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282		
11 - 12	11	88 - 91 (3 mos)35	176 - 178	59	283 - 287		
13 - 14	I2	92 - 94	36	179 - 182 (6 mos) 60	288 - 291		
15 - 16	13	95 - 98		183 - 187	61	292 - 296		
17 - 18.	14	99 - 102	38	183 - [9]	62	297 - 301	86	
	15	103 - 105		192 - 196		302 - 305 (10 mo		
	16	106 - 109		197 - 200		306 - 310		
23 - 25		110 - 113		201 - 205		311-314		
	81	114 - 116		206 - 209		315 - 319		
	19	117 - 120		210 - 214 (7 mos		320 - 323		
33 - 36		121-124 (4 mos		215 - 218	63	324 - 328		
37 - 40	21	125 - 127	45	219 - 223		329 - 332	93	
41 - 43		128 - 131	45	224 - 228		333 - 337 (11 mo	3)94	
44 - 47	23	132 - 135		229 - 232		338 - 342		
48 - 51	24	136 - 138		233 - 237		343 - 346		
52 - 54	25	139 - 142	49	238 - 241		347 - 351	97	
55 - 58		143 - 146	50	242-246 (8 mos)74	352 - 355	93	
59 - 62 (2 mos	1)27	147 - 149	51	247 - 250		356 - 360	99	
63 - 65	28	150~153 (5 mos) 52	251 - 255	76	361 - 365 (12 mo	100	

Rules applicable to insurance with terms less than or more than one year;

- If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one
- If insurance has been in force for more than one year;
 - Determine full annual premium as for insurance written for a term of one year.
 - Deduct such premium from the full insurance premium, and on the temainder calculate the pro rate earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written
 - Add premium produced in accordance with items (1) and (2) to obtain carned premium during full period insurance has been in force.

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The insurer which has issued this insurance is not licensed by the Pennsylvania insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty insurance Guaranty Association.

This Declaration Page is attached to and forms part of certificate provisions (Form SLC-3 USA).

Previous No.

Authority Ref. No.

Certificate No.

NAME and ADDRESS Thrivest Specialty Funding III, LLC

of the ASSURED: 2 Penn Center Plaza, 1500 JFK Blvd., Suite 220, Philadelphia, PA 19102

NAME and ADDRESS Adrian Peterson

of the INSURED: 1

2 Effective from: June 22, 2016 to March 22, 2017 both days at 12:01 a.m. standard time.

3 Insurance is effected with insurers shown on the attached Security List.

4 Interest and Sum Insured:

Accident & Sickness Permanent Total Disability \$3,000,000 Lump Sum, after 12 consecutive months of disability.

Aggregate Limit: \$3,000,000

5 Premium Due: June 22, 2016
Premium 121,800.00
Policy Fee \$200.00
Stamping Fee \$25.00
Surplus Lines Tax \$3,654.00
Total Due \$125,679.00

6 Service of Suit may be made upon: Mendes & Mount 750 Seventh Avenue New York, New York 10019-6829 USA

7 Special Conditions

Excluding any disorder of, or injury to, the spine, its intervertebral discs, nerve roots, or supporting musculature. To follow the terms conditions, ilmitations and exclusions of the policy form or as endorsed hereon. Loss of Value Threshold of \$4m a year over 3 years, contract total \$12,000,000. Sum insured up to \$3,000,000

8 List of Forms

LL-AH-12980 Excl. Rid, SLC-3(USA)NMA2868, DecPage- US, Lloyd's Security, HanLOVwording, HanLOVSched, JHA (W&T) (A), LMA5020, LSW1210, LMA3100HAN, LMA5021, LSW1001(Insurance), NMA1331, LSW1135b, Application

9 Information

. Date of Birth:

. Application dated, June 22, 2016

. Declaration of Health dated, NA

,attached hereto and made part of the Certificate.

,altached hereto and made part of the Certificate.

. Occupation: NFL Player

Dated: August 24, 2016

Hanleigh Management, Inc. 50 Tice Blvd., Suite 122, Woodcliff Lake, NJ 07677 HANLEIGH MANAGEMENT, INC.

By: Graham Southall, Vice President

Dec Page-US

LLOYD'S

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SCHEDULE

Policy No:

Name of Insured:

Address of Insured:

Intended Occupation of Insured:

Date of written Application/Proposal Form:

SCHEDULE OF COMPENSATION:

Policy Period:

Territorial Limits:

Conditions:

Limit of Indemnity:

Rehabilitation Period:

Elimination Period:

Premium:

Premium Due Date:

Adrian Peterson

Professional American Football Player

June 22, 2016

From June 22, 2016 to March 22, 2017, Both days at 00.01 hours Local Standard Time at the address of the Insured and such further period or periods as may be mutually agreed in

writing.

Or date the Insured signs a contract with any Professional American Football League Team, whichever the sooner

Worldwide

Excluding any disorder of, or injury to, the spine, its

intervertebral discs, nerve roots, or supporting musculature.

\$121,800.00

200.00

25.00

3,654.00

Section A) Up to USD 3,000,000

Section B) Up to USD 3,000,000

4 games

Section A) 12 Months

Base Premium

Policy Fee PA Surplus Lines Tax @ 3%

PA Stamping Fee Total Due: \$125,679.00

June 22, 2016

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PROFESSIONAL ATHLETE'S LOSS OF VALUE INSURANCE

We, the underwriting members of the syndicates whose definitive numbers and proportions are shown in the Table attached to this Policy (hereinafter the "Insurers"), agree to pay the benefits of this Policy, subject to its terms, to the Insured as named in the Schedule in the manner and to the extent provided in this Policy.

This Policy is issued in consideration of and in reliance upon the application (hereinafter the "Proposal") and the payment of the required premium. The Proposal, Policy, Schedule and Endorsements, if any, constitute the entire contract. A copy of the Proposal is attached to and made part of this Policy.

Words in bold print in this Policy have special meaning, as defined in the DEFINITIONS Section of this

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PART ONE-INSURING AGREEMENT

This Insurance is to indemnify the Insured:

Section A) - Permanent Total Disability

If the Insured suffers a Permanent Total Disability occurring during the period of this insurance solely and directly as a result of Injury or Illness, subject always to the Elimination Period being exhausted and the Terms, Warranties, Conditions and Exclusions contained herein or endorsed hereon:

Section B) - Loss Of Value

For his Aggregate Ascertained Loss, up to, but not exceeding the Limit of Indemnity, should the Insured not receive an Offer from a Professional American Football Team that Totals USD 12,000,000 or more of Compensation based on a 3 year contract (USD 4,000,000 per year irrespective of whether the contract is paid evenly over the number of years, for the purposes of this policy it is deemed to be paid evenly.) * or pro rata in the event of a short or longer duration contract.

Solely and directly as a result of Injury or Illness occurring during the period of Insurance, subject always to the terms, Warranties, Conditions and Exclusions contained herein or endorsed hereon

*Example, based on the above USD 4,000,000 per year, should the insured sign a contract of:-

USD 9,000,000 over 3 years - USD 3,000,000 per year, the policy would pay USD 1,000,000 per year of contract signed. Total payable USD 3,000,000

USD 6,000,000 over 2 years - USD 3,000,000 per year, the policy would pay USD 1,000,000 per year of contract signed. Total payable USD 2,000,000

USD 3,000,000 over 1 year - USD 3,000,000 per year, the policy would pay USD 1,000,000 per year of contract signed. Total payable USD 1,000,000

Alternatively, should the insured sign a contract of:-

USD 6,000,000 over 3 years - USD 2,000,000 per year, although the shortfall between the expected and actual contract is USD 2,000,000 per year, the policy will only pay USD 1,000,000 per year so the total payable is USD 3,000,000.

USD 6,000,000 over 1 year — There is no shortfall as the contract offer is greater than the USD 4,000,000 per year so no benefit will be payable.

In no event can the Insured make a claim under both Sections A & B of this policy. The maximum claim payable therefore being limited to USD 3,000,000 for the policy period

Section C) - Accidental Death - Not Applicable

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PART TWO - DEFINITIONS

For the purposes of this Insurance:

1. Insured

Shall mean the person identified in the Schedule as such.

2. Aggregate Ascertained Loss

Means the difference between the Offer as stated in the insuring agreement and the actual Compensation included in the largest Offer made by a Professional American Football Team or pro rata if a shorter or longer term. Noting the maximum payable is dependent up on the length in years of the Actual Offer.

It is understood and agreed that there can be no claim under this Insurance with respect to Section B if the Compensation made by a Professional American football team is greater than or equal to the Offer, as stated in the insuring agreement.

It is further understood and agreed that there can only be a valid and collectible claim under this Insurance if the Offer made by a Professional American Football Team is lower than the Offer, as stated in the insuring agreement. The amount payable will be dependent upon length in years of the Actual Offer.

3. Injury

With respect to Interest under Section A, Accidental Bodily Injury sustained by the Insured during the period of this Insurance which requires the Insured to receive medical treatment by a Physician, and in the opinion of the Physician, the Insured is entirely prevented from engaging in his Occupation ever again.

With respect to Interest under Section B, Accidental bodily injury sustained by the Insured during the period of this Insurance which requires:

- i) the Insured to be placed on the official NFL Injured Reserve list,
- ii) medical treatment by a Physician,
- iii) in the opinion of the Physician, the Insured's Injury has negatively affected the Insured's skills permanently as a Professional American Football Player

4. Illness

With respect to Interest under Section A, Illness first manifested in the Insured during the period of this Insurance which requires the Insured to receive medical treatment by a Physician, and in the opinion of the Physician, the Insured is entirely prevented from engaging in his Occupation ever again

With respect to Interest under Section B, Illness first manifested in the Insured during the period of this Insurance which requires:

- i) the Insured to be placed on the official NFL Injured Reserve list,
- ii) medical treatment by a Physician,
- iii) in the opinion of the Physician, the Insured's Illness has negatively affected the Insured's skills permanently as a Professional American Football Player

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5. Accidental Death

Means Accidental Bodily Injury arising from an accident during the policy period, which shall solely and independently of any other cause occasion the death of the Insured within twelve calendar months from the date of the accident.

6. Injured Reserve List

Means the official NFL injury list as defined by the NFL

7. Physician

Means a licensed healthcare practitioner, other than the Insured, or a member of the Insured's immediate family, providing services or treatment within the scope of his or her license

8. Compensation

Means money, property, investments, loans, options or anything else of value, whether or not in cash, regardless of when paid, including, but not limited to, Salary and Signing Bonus included in an Offer made by a Professional American Football Team, including Performance, Roster and Reporting Bonuses

9. Salary

Means Compensation, regardless of when paid, for playing Football for a Professional American Football Team, excluding Signing, Reporting, Roster and Performance Bonuses

10. Signing Bonus

Means Compensation, regardless of when paid, for signing a contract with a Professional American Football Team or any other activity not contingent upon the Insured attaining or surpassing a particular level of performance

11. Reporting Bonus

Means Compensation, for reporting to training camp or any other activity not contingent upon the Insured attaining or surpassing a particular Level of performance

12. Roster Bonus

Means Compensation, for making the roster or any other activity not contingent upon the Insured attaining or surpassing a particular level of performance

13. Performance Bonus

Means Compensation, contingent upon the Insured attaining or surpassing a particular level of performance

14. Offer

Means a proposal to play Football for a Professional American Football Team made to the Insured or his agent/representative within the policy period or within 15 months thereafter and being after the date of Injury or Manifestation of Illness (being the subject of a claim) whether signed and agreed by the Insured or otherwise.

In the event that an Offer is made that is subject to the completion of a Professional American Football Team Physical;

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i) If that physical was subsequently failed, then this will not count as an Offer according to the terms of the policy

ii) If the Professional American Football Team then reduces the Offer to the player solely due to the findings of the physical, then the new lower Offer will replace the original in all matters relating to the policy.

15. Professional American Football Team

Means a recognized Professional American Football Team

16. Permanent Total Disablement

shall mean that the Insured has suffered continuous Total Disablement for the Waiting Period stated in the Schedule, and that as a result of the Accidental Bodily Injury or Illness or Disease giving rise to the Total Disablement, the Insured has no likely hope of improvement, sufficient to Participate ever again in his occupation as stated in the Schedule

17. Waiting Period

Shall mean the continuous period of time stated in the Schedule during which the Insured must be Totally Disabled before any claim for Permanent Total Disablement will be considered. No covered claim shall exist and no benefit shall be due or payable for Permanent Total Disablement unless and until the Insured has suffered Total Disablement for the continuous period as stated in the Schedule, culminating in Permanent Total Disablement

18. Manifest, or Manifestation

Shall mean the date when an Illness or Disease is reasonably capable of diagnosis by a Physician

19. Participate, Participation or Participating

Shall mean that the Insured is on the active roster of a professional sports team for which the Insured is contractually obligated to play, and/or is dressed, and/or is available and/or is physically able to practice or play for such team.

PART THREE - EXCLUSIONS

This Policy does not cover disability wholly or partially, directly or indirectly caused by, contributed to by or aggravated by:

- 1. War or any act of war, whether war is declared or not;
- 2. Suicide, self-destruction, attempted suicide or self destruction, or intentionally self-inflicted injury, while sane or insane;
- 3. The Insured's own criminal or felonious act;

4. The Insured;

- (a) Being under the influence of alcohol, as defined by the motor vehicle laws of the state/province/country in which this Policy was delivered;
- (b) Being under the influence of drugs or narcotics that are not lawfully available, unless prescribed for the Insured by a qualified Physician;
- (c) Using any drugs or substances in violation of the rules or regulations of the governing body of the sport in which the Insured plays;

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- The Insured's use of performance enhancing substances, including but not limited to anabolic steroids, stimulants and corticosteroids, regardless of whether or not prescribed by a qualified health care practitioner;
- 6. Any practices or activities excluded by the Insured's professional sports contract in connection with his occupation as stated in the Schedule;
- Conditions of psychotic, psychoneurotic or epileptic origin;
- 8. Osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons or ligaments.
- 9. The Insured not receiving an offer from a Professional American Football Team that totals USD 20,000,000 or more of Compensation based on a 5 year contract, or pro rata if a short term for any reason, other than due to Injury or Illness as defined herein.
- 10. The Insured not signing a contract with a Professional American Football Team for any reason other than due to Death or Permanent Total Disability as defined herein
- 11. The Insured spending time in a drug or alcohol rehabilitation clinic and / or program, whether as an inpatient or outpatient
- a) ionizing radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, however caused
 - b) The radioactive, toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof, however caused
- 13. This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from the accidental release or actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material, device or weapon.
- 14. The Insured is not placed on the Injured Reserve List in respect of Section B only
- 15. Death as a result of Illness

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PART FOUR - CONDITIONS AND OTHER PROVISIONS

- If a claim is filed under this Insurance Underwriters reserve the right to require the Insured to be
 examined by Underwriters Physicians. The Insured agrees to cooperate and to submit to all reasonable
 medical tests Underwriters'
 physicians may require.
- It is understood and agreed that this Insurance is subject to receipt and approval by Underwriters of a
 copy of the Insured's most recent team physical, a satisfactory Medical History Questionnaire
 completed by the Insured and premium payment within 30 days from inception. These documents
 will attach to and form part of this Insurance.
- 3. Any word or expression to which a specific meaning has been attached in any part of this Insurance shall bear such meaning wherever it may appear.
- 4. Any fraud, misstatement or concealment in the information provided to Underwriters or in the making of a claim or otherwise howsoever, shall render all claims hereunder forfeit.
- The Insured shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Insurance.
- 6. The Insured shall observe and fulfill the terms and conditions contained herein or endorsed hereon.
- 7. It is understood and agreed that no other insurance shall be affected by the Insured to protect the interest insured hereunder without prior advice to Underwriters hereon, In the event that such other insurance is effected Underwriters reserve the right to amend the terms and conditions of this Insurance.
- The premium and any expense incurred in the formulation of a claim hereunder shall not be a recoverable item.
- 9. This Insurance maybe cancelled at any time by the Insured by writing to their insurance agent who effected this Insurance. The Insured will then be entitled to the pro rata return of the paid premium based on season and offseason, subject to the Minimum Earned Premium, provided no claim has been made during the period of this Insurance.
- 10. Underwriters reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Insured or otherwise. In the event of any payment under this Insurance, Underwriters shall be subrogated to the extent of such payment to all the Insured's rights of recovery and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights.
- 11. This Insurance may not be assigned in whole or in part without the written consent of Underwriters.
- 12. It is understood and agreed that there can be no claim under this Insurance if the Insured receives an Offer from a Professional American Football Team that totals USD 20,000,000 or more of Compensation based on a 5 year contract, or pro rata if a short term contract signed and he signs a new contract with a Professional American Football Team

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- 13. It is understood and agreed that once a Professional American Football Team makes an Offer, it will be considered a valid Offer under this Insurance, even if the Offer is subsequently rejected or withdrawn or the Offer expires.
- The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing Underwriter who for any reason doesn't satisfy all or part of its obligations.

Whenever or wherever reference is made to "insurers in this condition, the same shall be deemed to read "Underwriters

15. If there are differences arising out of this Insurance and the Insured and Underwriters agree to arbitrate the differences, all differences arising out of this Insurance shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within 30 days after having been required in writing to do so by either of the parties. The two Arbitrators shall appoint an Umpire who shall sit with the Arbitrators and preside at their meetings. If the Arbitrators do not agree within 60 days of their appointment then the Umpire shall make the award within 60 days.

If the parties agree on an Arbitrator the cost will be split equally between the parties. If the parties cannot agree on a single Arbitrator then each party will be responsible for the cost of the Arbitrator they have selected and will split equally the cost of the Umpire.

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JHA War, Terrorism & Mass Destruction Exclusion



CERTIFICATE NUMBER:

Notwithstanding any provision to the contrary within this *insurance*, or any endorsement thereto, it is agreed that this *insurance* excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;

- 1. War, hostilities or warlike operations (whether war be declared or not),
- 2. Invasion.
- 3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
- 4. Civil war,
- 5. Riot,
- 6. Rebellion,
- 7. Insurrection.
- 8. Revolution.
- 9. Overthrow of the legally constituted government,
- 10. Civil commotion assuming the proportions of, or amounting to, an uprising,
- 11. Military or usurped power,
- 12. Explosions of war weapons.
- Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.
- 14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not,
- 15. Terrorist activity.

For the purpose of this exclusion;

- i). Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

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Nuclear/Radioactive Exclusion Clause



CERTIFICATE NUMBER

This insurance does not cover claims in any way caused or **contrib**uted to by nuclear reaction, **n**uclear radiation or radioactive contamination

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Service of Suit Clause (USA)



CERTIFICATE NUMBER:

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount 750 Seventh Avenue New York, New York 10019-6829 USA

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

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LLOYD'S

Several Liability Notice

CERTIFICATE NUMBER:

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (Insurance)

LLOYD'S

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Applicable Law (USA)

CERTIFICATE NUMBER:

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.).

Form approved by Lloyd's Market Association

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Cancellation Clause



CERTIFICATE NUMBER:

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, Electronically, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than the longer of Ten days or as filling state statute provides, thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

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Sanction Limitation and Exclusion Clause



CERTIFICATE NUMBER:

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

This rider takes effect on 6/22/2016, 12:01 a.m. Local Standard Time at Philadelphia, PA and expires concurrently with the Certificate and is subject to all of the provisions, definitions, limitations and conditions of the Certificate not inconsistent herewith.

Signed by Hanleigh Management, Inc., Lloyd's Correspondent

Graham Southall, Lead Underwriter

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Exclusionary Endorsement

CERTIFICATE NUMBER:

It is hereby agreed and acknowledged that the above numbered Certificate shall:

Excluding any disorder of, or injury to, the spine, its intervertebral discs, nerve roots, or supporting musculature.

This rider takes effect on 6/22/2016, 12:01 a.m. Local Standard Time at Philadelphia, PA with the Certificate and is subject to all of the provisions, definitions, limitations and conditions of the Certificate not inconsistent herewith.

Signed by Hanleigh Management, Inc., Lloyd's Correspondent

Graham Southall, Lead Underwriter

LL-AH-12980

LLOYD'S

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Lloyd's Security

CERTIFICATE NUMBER: ■

Underwritten by certain Underwriters at Lloyd's

LLOYD'S Page 1 of 1 Security

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Hanleigh

SPORTS INSURANCE PROPOSAL FORM

(All questions must be answered in ink)

RECEIVED

Hanleigh Management Inc.

JUL 2 5 2018

Hanlelgh Management, Inc., Hanleigh General Agency, Inc., 50 Tice Blvd., Suite 122, Woodcliff Lake, New Jersey 07677 Phone: (201) 505-1050 or (800) 443-2922 / Facsimile: (201) 505-1051 www.hanleighlnsurance.com

1.	Proposed Insured's Name: Adrian Peterson									
	Residence:	-								
	City: The Management of the City	State:		Zip: 📕	-					
	Mailing Address: (if different from the above)									
	City:	State:		Zip:						
	Date of Birth:	Place of B	irth:							
	Sex: Social Security Number:									
2.	Proposed Insured's Occupation: Professional Athlete									
	Participate in (Name of Sport) Football		As a	Professional						
				Collegian						
				Other (Please state)						
•	Name of Team: Minnesota Vikings									
	Position Running Bank		`							
	(The remaining questions of no. 2 are to be completed by Professional Athletes Only)									
	Name of Employer: Minnesota Vikings	Football, LL	C							
	Business Address: 9520 Viking Drive, Eden Prairie, MN 55344									
	Date of expiry of the current contract (if applicable): February 28, 2016									
	Are you actively working in your occupation			Płayer	©/Yes	□ No				
_	How long have you been working as a profe	sslonal		Player	Years	9				
3.	Name of Proposed Owner: Thrivest Specialty Funding III, LLC									
-	Address of Owner: 2 Penn Center Plaza, 1500 JFK Blvd. Suite 220, Philadelphia, PA 19102									
440	Relationship to Proposed Insured: Lender									

FILED: ERIE COUNTY CLERK 08/14/2019 04:18 PM INDEX NO. 813400/2018 NYSCEF DOC. NO. Gase 2:19-cv-00246-CFK Document 37 Filed 02/21/19 Page 24 vaf 1 04/2019 SECTIONII Do you participate in any of the following activities?

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PERSONAL MEDICAL HISTORY FORM

(All questions must be answered in Ink)

IN THE EVENT THAT ANY QUESTION HAS NOT BEEN ANSWERED SATISFACTORILY, UNDERWRITERS RESERVE THE RIGHT TO EITHER RETURN THIS FORM TO THE APPLICANT FOR THE ANSWERS TO BE COMPLETED, OR TO IMPOSE ANY RESTRICTION, OR PRE-EXISITING CONDITIONS EXCLUSION ON THE COVERAGE REQUIRED UNTIL SUCH TIME AS THE APPLICATION HAS BEEN SATISFACTORILY COMPLETED.

S	ECTION I
1.	
2.	
3.	
SE	ECTION II
2.	
3.	Texto por tompenou your compression and once proportion in the tax of

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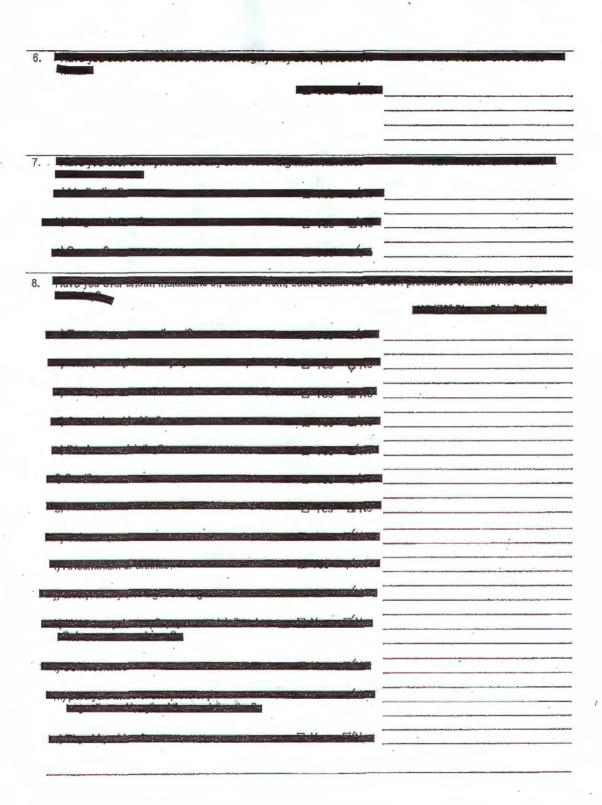
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Give complete details of any YES or NO answers to question in the Personal Medical History Form Section Details - include diagnosis, treatment Duration and results Name and address of Doctor and medical facility Question

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AGREEMENT

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

- 1. I have read the statements and answers recorded herein. They are to the best of my knowledge and belief, true and complete and correctly recorded. Underwriters will rely on this information in making their determinations.
- 2. No agent, broker or medical examiner has authority to waive the answers to any questions, to determine insurability, to waive any of the Underwriters rights or requirements, or to make or efter any contract or policy.
- 3. The Underwriter has the right to require medical exams and tests to determine insurability,
- 4. The Insurance applied for will not take effect unless the health of the proposed Insured remains as stated in the Application on the inception date of the proposed policy.

	an like beller		
Signature of Proposed Insured:	X (madille -	Date:	June 22, 2016
Signature of Agent:	D/min	Date:	7-25-2016
Print Name of Agent:	Bennis Gromes		
We hereby warrant that to the best of are full, complete and true and have likely to influence the decision of the	to be completed where a team is effecting this instruction of our understanding and belief all the answers at the been correctly recorded and we do not know of a Underwriters and that we are willing to accept a sed on the basis of and in consideration of the property of the contract of insurance	nd statements h any other inform Policy, subject	erein contained nation which is to terms and
Signature of Club Official		Date:	-
Position Held			
Signature of Proposed Insured:		Date:	
Print Name of Proposed Insured:			

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AUTHORIZATION TO RELEASE PERSONAL HEALTH INFORMATION

Purpose: The purpose of this HIPPA Authorization (the "Authorization") is to permit Hanleigh Management, Inc. and/or Lloyd's, and its Affiliates to obtain nonpublic personal Information about me, the insured named below, for the purposes of (1) to determine my eligibility for and obtaining insurance products and services from one or more of the insurers or institutions; (2) to monitor, track, or verify my health or medical status and condition in connection with any life insurance policy under which my life is insured, including any conversions thereof or replacements therefore; and (3) to develop and use indicies that do not personally identify individuals related to actual and anticipated longevity, mortality, life expectancies, and/or similar measures.

Information to be Released: The term "Information" as used in this Authorization refers to the information to be released pursuant to this Authorization including but not limited to any personal health information, records or data concerning my past, present or future mental, physical or behavioral health or condition ("Information"), to the extent permitted by law.

Specifically, Information includes all information, records or data relating to my: physical or mental history or condition; medical treatment, diagnosis, or prognosis, including medications prescribed to me; other insurance coverage(s); hazardous activities; general character and general reputation; finances; occupation; avocation, including any hazardous hobbies; driving records; aviation activities and other personal traits. The term information does not include psychotherapy notes.

I understand that this Information may include results from blood, saliva, urine and other tests,

I further understand that this Information may, if applicable, include information regarding diagnosis, prognosis and treatment of: alcohol or drug abuse (including records protected under federal law, 42 CFR Part 2); serious communicable disease or infection, including sexually transmitted diseases; HtV infection, including medical test results.

Authorization: I authorize any physician or other medical practitioner, any hospital, clinic, or other health-related facility, any medical testing laboratory, any insurer, any state motor vehicle department, my past or current employer(s), the Social Security Administration, and any other organization, institution or person (An Authorized HCP) that has information about me to disclose any and all information to Hanleigh Management Inc. and/or Lloyd's, and its Affiliates and its agents and representatives. I also authorize my Agent, named below, to receive information to assist in the purpose of this Authorization to the extent permitted by law.

I understand that Information disclosed to Hanleigh Management Inc. and/or Lloyd's, and its Affiliates may have been subject to state and federal privacy laws and regulations. Once Information is disclosed to Hanleigh Management Inc. and/or Lloyd's, and its Affiliates it may no longer be subject to those laws and regulations. I understand that no Authorized HCP or covered entity may condition my treatment, payment, enrollment, or eligibility for benefits on whether I sign this Authorization.

A photocopy of this Authorization shall be as valid as the original, I will receive a copy of this Authorization.

Right to Revoke Authorization: This Authorization shall be effective for two (2) years after the date signed below. I acknowledge and understand that I may revoke this Authorization any time with respect to any Authorized HCP by notifying such Authorized HCP in writing of my revocation of this Authorization and delivering my revocation by mail or personal delivery at such address designated to me by such Authorized HCP, provided that, any revocation of this Authorization shall not apply to the extent that the Authorized HCP has taken action in reliance upon this Authorization prior receiving written notice of my revocation.

Signature of Proposed Insured:	* helphone	Date:	June 22, 2016
Print Name of Proposed Insured:	Adrian Peterson		
Signature of Agent: Print Name of Agent:	Donnis Gromes	Date:	7.28.2016

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Player Declaration Form

Name: Addan Peterson

Age: 30

Club: NFL

I, Adrian Peterson, hereby represent, warrant and undertake that:

- 1. I do not have a criminal record.
- 2. I have not been convicted of driving under the influence of alcohol and/or drugs.
- 3. I have not been convicted of any drug and/or alcohol related offences.
- I have not been convicted of any sex related offences.
- 5. I shall not at any time do anything detrimental to or say anything detrimental about the NFL
- I shall not behave in any way that may be an embarrassment to or damage the reputation of the
- 7. I confirm that I am currently in a good state of health and have been so for a period of 30 days prior to the date stated below. Further, I confirm that I am currently free from any injuries or illness which would prevent me from playing or training as a professional NFL player
- 8. To the best of my knowledge and belief there are no other conditions (medical or otherwise) that might affect my ability to fulfil the Player Contract.

To the best of my knowledge and belief there are no other facts or circumstances, which are likely to discredit or damage the reputation of the NFL Club.

I hereby acknowledge that the above are conditions of this agreement and that in the event that any of the above are found to be untrue or become untrue, Thrivest Speciality Funding and Hanleigh Insurance, shall have the right to terminate this agreement forthwith without any liability to me whatsoever. I agree to notify Thrivest Speciality Funding and Hanfelgh Insurance of any facts or circumstances that may impact on the above as soon as such facts or circumstances arise. The foregoing representations, warranties and undertakings are made by me to induce Thrivest Speciality Funding and Hanleigh insurance to enter into this agreement and I hereby acknowledge and concede that Thrivest Speciality Funding and Hanleigh Insurance has entered into this agreement in reliance thereon.

Please sign below to acknowledge your acceptance of the above.

1-22-16

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Privacy Certificate Statement



CERTIFICATE NUMBER:

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- A. Information contained in applications or other forms that you submit to us, such as name, address, and social security number;
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history;
- C. Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history,

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

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EXHIBIT "B"

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Letter Agreement

August 21, 2017

DeAngelo Vehicle Sales, LLC ATTN: Paul DeAngelo 9 Banks Avenue McAdoo PA 18237

Re: Adrian Peterson LOV Claim Form - Policy # Terrosorous

Gentlemen:

The purpose of this letter ("Letter") is to set forth certain understandings and agreements between DeAngelo Vehicle Sales, LLC ("DVS") and Thrivest Specialty Funding, LLC ("TSF") with respect to the loss-of-value insurance policy held by Empirical Loss Management, LLC on behalf of TSF, as the "Assured," for Adrian Peterson, the "Insured," labeled Policy Number 1997 (the "Policy").

It is mutually understood and agreed upon by the parties that, pursuant to this Letter, TSF hereby assigns and grants DVS all rights, title, and interest TSF may have in and to the Policy, including, without limitation, all proceeds, rights to distributions, and other accounts (collectively, "Proceeds") to be received by and/or due and owed to TSF as a result of the Policy. For purpose of clarification, it is expressly understood that in the event TSF receives any Proceeds as a result of the Policy, such Proceeds shall be immediately forwarded to DVS as the rightful owner thereof.

If you are in agreement with the terms and conditions set forth in this Letter, please sign and date this Letter in the space provided below to confirm the agreement of the parties and return a signed copy to the undersigned. This Letter shall become effective and binding upon TSF and DVS upon the Execution Date set forth below.

Sincerely,

Thrivest Specialty Funding, LLC

Name: Jo

I have authority to bind TSF

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EXHIBIT "C"

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6/13/2018

Adrian Peterson suffers knee injury in Vikings' win - NFL.com

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Adrian Peterson suffers knee injury in Vikings' win







By Around the NFL staff | NFL.com

Published: Sept. 18, 2016 at 10:49 p.m. Updated: Sept. 19, 2016 at 09:56 a.m.



Adrian Peterson leaves the game early due to injury

An ugly evening for Adrian Peterson just got worse.

The Vikings running back was ruled out of Sunday night's win over the Packers after suffering a knee injury in the third quarter, per the team.

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LATEST

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Jimmy Sm

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MORE POSTS

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6/13/2018

Adrian Peterson suffers knee injury in Vikings' win - NFL.com

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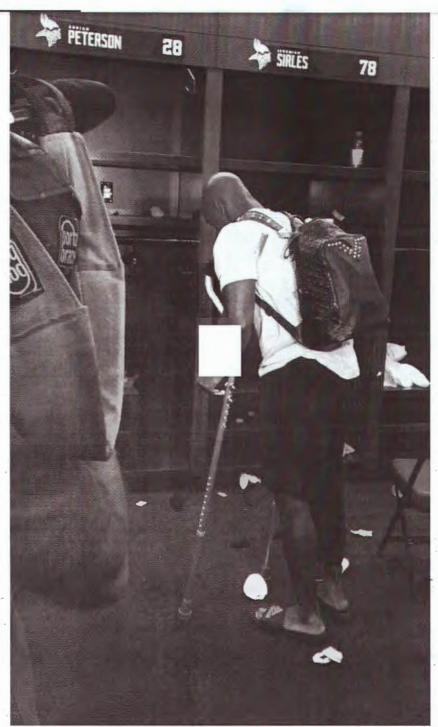




PHOTO BEST Q

Gil Brandt r where Joe

Jane Slater

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6/13/2018

Adrian Peterson suffers knee injury in Vikings' win - NFL.com

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Unfortunately, Peterson is no stranger to leg injuries. The legendary runner tore his left ACL in December 2011 only to return and lead the NFL in rushing the following season.

The news could not come at a worse time for the Vikings, who have already dealt with a season-ending knee injury to starting quarterback Teddy Bridgewater.

For as long as Peterson is out of commission, look for the combination of Matt Asiata and Jerick McKinnon to carry the load. The Vikings don't have another runner on the roster outside of fullback Zach Line. The injury puts plenty of pressure on quarterback Sam Bradford to make the most of star receiver Stefon Diggs and Minnesota's air attack.

It's obviously a team-altering setback for the resilient Vikings. That's always the case when you lose a Hall of Fame-caliber player. We'll update this post as we hear more about Peterson's status.



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Jury orders Rams to pay Reggie Bush \$12.5 million for injury



The Little Girl From The Film Waterworld Is All Grown Up and Gorgeous

Weight Loss Groove

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Adrian Peterson suffers knee injury in Vikings' win - NFL.com

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FAN DISCUSSION

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6/13/2018

Adrian Peterson suffers knee injury in Vikings' win - NFL.com

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Cody Vacura · Assistant/Server at Olive Garden

Get ready for the Vikings can't win without AP and the packers will likely bounce back and go 15-1 narratives... With how bad our o-line has played plus people going all out to stop AP I wouldn't mind having a talented back like McKinnon make the offense more balanced/unpredictable. AP is my favorite player but the guy has like zero chance out there lately and this injury was bound to happen until the vikes change it up a bit with playcalling and the line.

Like · Reply · 1y



Brad Dexter · UW Whitewater

Well I'll be switched...!

Like · Reply · 1y



Bill Shanteau

peterson is on his way out time to hang up the cleats

Like · Reply · 1y



Cameron Bellomy

Lol you noob

Like · Reply · 1y



Bill Shanteau

Cameron Bellomy hes thinkin that right now im rich lets just spend my money now

Like · Reply · 1y

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6/13/2018

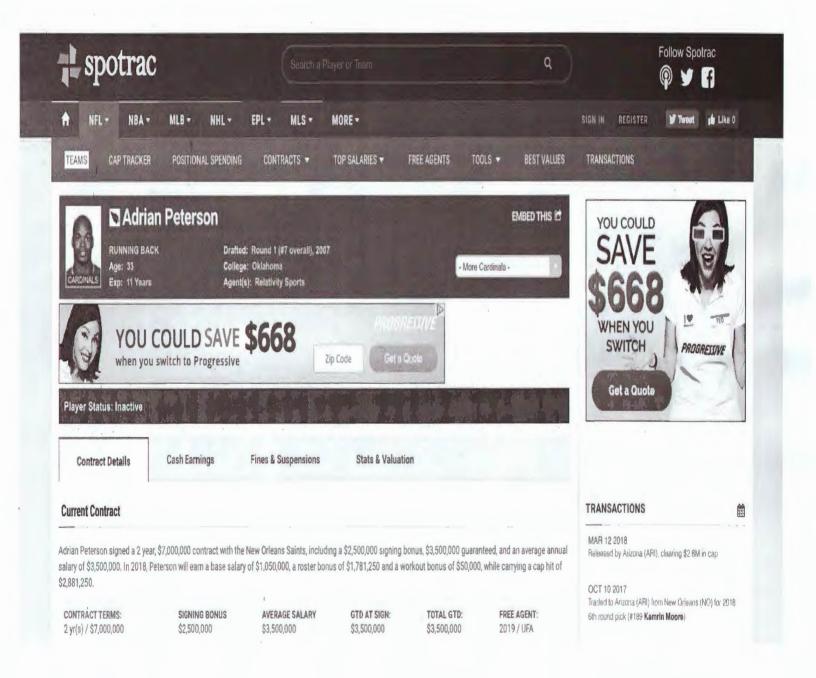
Adrian Peterson suffers knee injury in Vikings' win - NFL.com

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EXHIBIT "D"

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NYSCEF DOC. NO. 68 Case 2:19-cv-00246-CFK Document 37 Filed 02/21/19 Page 55 0FEO4FIVED NYSCEF: 08/14/2019

			BONUS BRE	AKDOWN	CAP DE	TAILS	CASH DETAILS	
					copile)		AEMITA CY IN	
2017	32	\$705,882			\$705,882	\$705,882	\$705,882 (\$705,882)	
2018	33	\$1,050,000	\$1,781,250	\$50,000	\$2,881,250	<u>\$0</u>	\$2.881,250 (\$3,587,132)	×
2019	34	UFA						D

Contract Notes:

- \$3.5M guaranteed (signing bonus + 2017 salary)
- · 2018 Per Game Active Bonus: \$25,000 (\$400,000)
- 2018 53-Man Roster Bonus: \$103,125 (\$1.65M, increases for every incentive earned)
- · 2018 Roster Bonus: \$750,000 (due 3/16/2018)
- · 2018 Workout Bonus: \$50,000
- · Additional incentives: \$8.25M
- Annual Rush Yard Incentives:

750: \$150,000

1000; \$250,000

1,250: \$750,000

1,500: \$1,000,000

- Annual Touchdown Incentives:
- 6: \$250,000
- 8: \$500,000

10: \$750,000 (must be the RB leader in TD)

- 750 yards, 6 TDs, and making the playoffs: \$250,000
- Conference Championship Appearance: \$500,000
- Super Bowl Appearance: \$1M

Contract Source: New Orleans Advocate



APR 25 2017

Signed a 2 year \$7 million contract with New Orleans (NO)

FEB 28 2017

Minnesota (MIN) declined option for 2017, clearing \$18M in cap space

AUG 4 2016

Fined \$2,073,529 Fined 3 game checks from 2014 for violating the personal conduct policy (Child violence)

JUL 21 2015

Signed a 3 year \$42 million restructured contract with Minnasota (MIN)

SEP 10 2011

Signed a 6 year \$86,28 extension with Minnesota (MIN)

IUL 29 2007

Signed a 5 year \$40,5 million contract with Minnesota (MIN)

APR 28 2007

Drafted by Minnesota (MIN): Round 1 (#7 overall)



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EXHIBIT "E"

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THIS C	UNIKACI is between	White I the man	hereinaiter
"Player," and		NEW ORLEANS LOUISIANA SAINTS, LLC	
2	DELAWARE	limited liability company	hereinafter "Club," operating under
		OUISIANA SAINTS as a memb ises made by each to the other, Player and Club	
1. TER	M. This contract covers 2	football season(s), and will begin on the date	of execution or March 1, 2017,
whichever is later,	and end on February 28 or 29,	2019 , unless extended, terminated, or renewed	d as specified elsewhere in this contract.
agrees to give his that the success o report promptly for practice sessions, for and play in an	best efforts and loyalty to the Clu f professional football depends la or and participate fully in Chib's o and all preseason, regular season o	Chib employs Player as a skilled football player b, and to conduct himself on and off the field regely on public respect for and approval of the official mandatory minicamp(s), official presease and postseason football games scheduled for or d by the League. Player will not participate in a gue.	with appropriate recognition of the fact se associated with the game. Player will on training camp, all Club meetings and by Club. If invited, Player will practice

3. OTHER ACTIVITIES. Without prior written consent of the Club, Player will not play football or engage in activities related to football otherwise than for Club or engage in any activity other than football which may involve a significant risk of personal injury. Player represents that he has special, exceptional and unique knowledge, skill, ability, and experience as a football player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages. Player therefore agrees that Club will have the right, in addition to any other right which Club may possess, to enjoin Player by appropriate proceedings from playing football or engaging in football-related activities other than for Club or from engaging in any activity other than football which may involve a significant risk of personal injury.

4. PUBLICITY AND NFLPA GROUP LICENSING PROGRAM.

(a) Player hereby grants to Club and the League, separately and together, the right and authority to use, and to authorize others to use solely as described below, his name, nickname, initials, likeness, image, picture, photograph, animation, persona, autograph/signature (including facsimiles thereof), voice, biographical information and/or any and all other identifying characteristics (collectively, "Publicity Rights"), for any and all uses or purposes that publicize and promote NFL Football, the League or any of its member clubs in any way in any and all media or formats, whether analog, digital or other, now known or hereafter developed, including, but not limited to, print, tape, disc, computer file, radio, television, motion pictures, other audio visual and audio works, Internet, broadband platforms, mobile platforms, applications, and other distribution platforms. Without limiting the foregoing, this grant includes the right to use Player's Publicity Rights for the purpose of publicizing and promoting the following aspects of NHL Football, the League and/or any of its member clubs: brands, games, ticket sales, game broadcasts and telecasts, programming focused on the NFL, one or more NFL clubs and/or their games and events (e.g., coaches shows, highlight based shows such as Inside the NFL, behind-the-scenes programming such as Hard Knocks), other NFL-related media offedngs (e.g., branded content segments featuring NFL game footage and other programming enhancements), media distribution platforms (e.g., NFL.com, NFL Mobile, NFL Network), official events (e.g., NFL Kickoff, NFL Draft), officially sauctioned awards programs (e.g., Rookie of the Year), and public service or community oriented initiatives (e.g., Play60). For purposes of clarity, the foregoing grant of rights includes the right and authority to use, and to authorize affiliates or business partners to use, after the term of this Agreement any Publicity Rights fixed in a tangible medium (e.g., filmed, photographed, recorded or otherwise captured) during the term of this Agreement solely for the purposes described herein. Notwithstanding anything to the contrary, the foregoing grant does not confer, during or after the term of this Agreement, any right or authority to use Player's Publicity Rights in a manner that constitutes any endorsement by Player of a third-party brand, product or service ("Endorsement"). For purposes of elacity, and without limitation, it shall not be an Endorsement for Club or the League to use, or authorize others to use, including, without limitation, in third party advertising and promotional materials, footage and photographs of Player's participation in NFL games or other NFL events that does not unduly focus on, feature, or highlight, Player in a manner that leads the reasonable consumer to believe that Player is a spokesperson for, or promoter of, a third-party commercial product or service.

Player will cooperate with the news media, and will participate upon request in reasonable activities to promote the Club and the League.

Player and National Football League Players Association, including any of its affiliates ("NFLPA") do not and will not contest during or after the term of this agreement, and this hereby confirms their acknowledgment of, the exclusive rights of the League, Club and any NFL member club (i) to telecast, broadcast, or otherwise distribute, transmit or perform, on a live, delayed, or archived basis, in any and all media now known or hereafter developed, any NPL games or any excepts thereof and (ii) to produce, license, offer for sale, sell, market, or otherwise distribute or perform (or authorize a third party to do any of the foregoing), on a live, delayed, or archived basis, any NFL games or any excerpts thereof, in any and all media now known or hereafter developed, including, but not limited to, packaged or other electronic or digital media.

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Nothing herein shall be construed to grant any Publicity Rights for use in licensed consumer products, whether traditional or digital (e.g., video games, trading cards, apparel), other than such products that constitute programming (as described herein) or news and information offerings regardless of medium (e.g., DVDs, digital highlight offerings).

(b) Player hereby assigns the NFLPA and its licensing affiliates, if any, the exclusive and unlimited right to use, license and sublicense the right to use his name, nickname, initials, autograph/signature (including facsimiles), voice, picture, photograph, animation, image, likeness, persona, jersey number, statistics, data, copyrights, biographical information and/or other personal indicia (individually and collectively, "Rights") for use in connection with any product, brand, service, appearance, product line or other commercial use and any sponsorship, endorsement or promotion thereof, when more than five (5) NFL player Rights are involved, regardless of team affiliation and whether that number is reached using player Rights simultaneously or individually, in any form, media, or medium (now known or hereafter developed) during a consecutive 12-month period (a "group licensing program"). For sponsorships, endorsements, and promotions, group licensing programs are further defined as those: (a) in any one product category, as defined by industry standards; or (b) in different categories if the products all use similar or derivative design or artwork, or one player product is used to promote another player product.

The Rights may also be used for the promotion of the NFLPA, its affiliated entities and/or its designees (the "NFLPA Butities"), provided such promotion does not constitute an endorsement by Player of a commercial product not a part of a group licensing program. Player agrees to participate, upon request of the NFLPA and without additional compensation, in reasonable activities to promote the NFLPA Butities, which shall include (i) up to three (3) personal appearances per year or (ii) up to fifteen (15) minutes per week dedicated to promoting the NFLPA Butities. Player retains the right to grant permission to others to utilize his Rights if that individual or entity is not concurrently utilizing the Rights of five (5) or more other NFL players for any commercial purpose whatsoever, If Player's inclusion in an NFLPA program is precluded by an individual exclusive endorsement agreement, and Player provides the NFLPA with immediate written notice of that preclusion, the NFLPA agrees to exclude Player from that particular program. Should Player fail to perform any of his obligations hereunder, the NFLPA may withhold payments owed to Player, if any, in connection with this Group Licensing Assignment.

In consideration for this assignment of rights, the NFLPA agrees to use the revenues it receives from group licensing programs to support the objectives as set forth in the Bylaws of the NFLPA and as otherwise determined by the NFLPA Board. The NFLPA further agrees to use reasonable efforts to promote the use of NFL player Rights in group licensing programs, to provide group licensing opportunities to all NFL players, and to monitor and police unauthorized third-party use of the Rights. The NFLPA makes no representations regarding group licensing other than those expressed herein. This agreement shall be construed under Virginia law.

The assignment in this paragraph shall expire on December 31 of the latter of (i) the third year following the execution of this contract, or (ii) the year after this contract expires, and may not be revoked, terminated or otherwise assigned in any manner by Player until such date. Neither Club nor the League is a party to the terms of this paragraph, which is included herein solely for the administrative convenience and benefit of Player and the NFLPA. Nothing in Paragraph 4b shall be construed or deemed to modify in any way the rights set forth in Paragraph 4a, and the fact that Paragraph 4b (or any of the terms thereof) appears in the Player Contract shall not be referred to, relied upon, or otherwise cited by Player and/or the NFLPA or any of its affiliates in any dispute or legal proceeding as evidence that the NFL, any NFL entity, any Club or Club Affiliate, or any licensee of any of the foregoing has consented, agreed, acknowledged, or does not contest the applicability or interpretation of Paragraph 4b.

5. COMPENSATION. For performance of Player's services and all other promises of Player, Club will pay Player a yearly salary as follows:

\$ 1,000,000.00	/*	for the 2017 season;
\$ 1,050,000.00	/*	for the 2018 season;
8	_/*	for the 20scason;
§	/*	for the 20season;
\$	j*	for the 20season;
\$	/*	for the 20season;
\$	/*	for the 20scason;
-\$	/*	for the 20season;
\$	_/+	for the 20season;
\$	_/*	for the 20season;
\$	/*	for the 20season;
\$	/*	for the 20season.

(* - designates the compensation Club will pay player if the player is not on Club's Active/Inactive List)

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In addition, Club will pay Player such earned performance bonuses as may be called for in this contract; Player's necessary traveling expenses from his residence to training camp; Player's reasonable board and lodging expenses during preseason training and in connection with playing preseason, regular season, and postseason football games outside Club's home city; Player's necessary traveling expenses to and from preseason, regular season, and postseason football games outside Club's home city; Player's necessary traveling expenses to his residence if this contract is terminated by Club; and such additional compensation, benefits and reimbursement of expenses as may be called for in any collective bargaining agreement in existence during the term of this contract. (For purposes of this contract, a collective bargaining agreement will be deemed to be "in existence" during its stated term or during any period for which the parties to that agreement agree to extend it.)

- 6. PAYMENT. Unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise, Player will be paid 100% of his yearly salary under this contract in equal weekly or biweekly installments over the course of the applicable regular season period, commencing with the first regular season game played by Club in each season. Unless this contract specifically provides otherwise, if this contract is executed or Player is activated after the beginning of the regular season, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or biweekly portions of his yearly salary becoming due and payable after he is activated. Unless this contract specifically provides otherwise, if this contract is terminated after the beginning of the regular season, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi weekly portions of his yearly salary having become due and payable up to the time of termination.
- 7. DEDUCTIONS. Any advance made to Player will be repaid to Club, and any properly levied Club fine or Commissioner fine against Player will be paid, in cash on demand or by means of deductions from payments coming due to the Player under this contract, the amount of such deductions to be determined by Club unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise.
- 8. PHYSICAL CONDITION. Player represents to Club that he is and will maintain himself in excellent physical condition. Player will undergo a complete physical examination by the Club physician upon Club request, during which physical examination Player agrees to make full and complete disclosure of any physical or mental condition known to him which might impair his performance under this contract and to respond fully and in good faith when questioned by the Club physician about such condition. If Player fails to establish or maintain his excellent physical condition to the satisfaction of the Club physician, or make the required full and complete disclosure and good faith responses to the Club physician, then Club may terminate this contract.
- 9. INJURY. Unless this contract specifically provides otherwise, if Player is injured in the performance of his services under this contract and promptly reports such injury to the Club physician or trainer, then Player will receive such medical and hospital care during the term of this contract as the Club physician may deem necessary, and will continue to receive his yearly salary for so long, during the season of injury only and for no subsequent period covered by this contract, as Player is physically unable to perform the services required of him by this contract because of such injury. If Player's injury in the performance of his services under this contract results in his death, the unpaid balance of his yearly salary for the season of injury will be paid to his stated beneficiary, or in the absence of a stated beneficiary, to his estate.
- 10. WORKERS' COMPENSATION. Any compensation paid to Player under this contract or under any collective bargaining agreement in existence during the term of this contract for a period during which he is entitled to workers' compensation benefits by reason of temporary total, permanent total, temporary partial, or permanent partial disability will be deemed an advance payment of workers' compensation benefits due Player, and Club will be entitled to be reimbursed the amount of such payment out of any award of workers' compensation.
- 11. SKILL, PERFORMANCE AND CONDUCT. Player understands that he is competing with other players for a position on Club's roster within the applicable player limits. If at any time, in the sole judgment of Club, Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster, or if Player has engaged in personal conduct reasonably judged by Club to adversely affect or reflect on Club, then Club may terminate this contract. In addition, during the period any salary cap is legally in effect, this contract may be terminated if, in Club's opinion, Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or another player or players who is or are already on Club's roster, and for whom Club needs room.

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- 12. TERMINATION. The rights of termination set forth in this contract will be in addition to any other rights of termination allowed either party by law. Termination will be effective upon the giving of written notice, except that Player's death, other than as a result of injury incurred in the performance of his services under this contract, will automatically terminate this contract. If this contract is terminated by Club and either Player or Club so requests, Player will promptly undergo a complete physical examination by the Club physician.
- 13. INJURY GRIEVANCE. Unless a collective bargaining agreement in existence at the time of termination of this contract by Club provides otherwise, the following Injury Grievance procedure will apply: If Player believes that at the time of termination of this contract by Club he was physically unable to perform the services required of him by this contract because of an injury incurred in the performance of his services under this contract, Player may, within 60 days after examination by the Club physician, submit at his own expense to examination by a physician of his choice. If the opinion of Player's physician with respect to his physical ability to perform the services required of him by this contract is contrary to that of the Club's physician, the dispute will be submitted within a reasonable time to final and binding arbitration by an arbitrator selected by Club and Player or, if they are unable to agree, one selected in accordance with the procedures of the American Arbitration Association on application by either party.
- 14. RULES. Player will comply with and be bound by all reasonable Club rules and regulations in effect during the term of this contract which are not inconsistent with the provisions of this contract or of any collective bargaining agreement in existence during the term of this contract. Player's attention is also called to the fact that the League functions with certain rules and procedures expressive of its operation as a joint venture among its member clubs and that these rules and practices may affect Player's relationship to the League and its member clubs independently of the provisions of this contract.
- 15. INTEGRITY OF GAME. Player recognizes the detriment to the League and professional football that would result from impairment of public confidence in the honest and orderly conduct of NFL games or the integrity and good character of NFL players. Player therefore acknowledges his awareness that if he accepts a bribe or agrees to throw or fix an NFL game; fails to promptly report a bribe offer or an attempt to throw or fix an NFL game; bets on an NFL game; knowingly associates with gamblers or gambling activity; uses or provides other players with stimulants or other drugs for the purpose of attempting to enhance on-field performance; or is guilty of any other form of conduct reasonably judged by the League Commissioner to be detrimental to the League or professional football, the Commissioner will have the right, but only after giving Player the opportunity for a hearing at which he may be represented by counsel of his choice, to fine Player in a reasonable amount; to suspend Player for a period certain or indefinitely; and/or to terminate this contract.
- 16. EXTENSION. Unless this contract specifically provides otherwise, if Player becomes a member of the Armed Forces of the United States or any other country, or retires from professional football as an active player, or otherwise fails or refuses to perform his services under this contract, then this contract will be tolled between the date of Player's induction into the Armed Forces, or his retirement, or his failure or refusal to perform, and the later date of his return to professional football. During the period this contract is tolled, Player will not be entitled to any compensation or benefits. On Player's return to professional football, the term of this contract will be extended for a period of time equal to the number of seasons (to the nearest multiple of one) remaining at the time the contract was tolled. The right of renewal, if any, contained in this contract will remain in effect until the end of any such extended term.
- 17. ASSIGNMENT. Unless this contract specifically provides otherwise, Club may assign this contract and Player's services under this contract to any successor to Club's franchise or to any other Club in the League. Player will report to the assignee Club promptly upon being informed of the assignment of his contract and will faithfully perform his services under this contract. The assignee club will pay Player's necessary traveling expenses in reporting to it and will faithfully perform this contract with Player.
- 18. FILING. This contract will be valid and binding upon Player and Club immediately upon execution. A copy of this contract, including any attachment to it, will be filed by Club with the League Commissioner within 10 days after execution. The Commissioner will have the right to disapprove this contract on reasonable grounds, including but not limited to an attempt by the parties to abridge or impair the rights of any other club, uncertainty or incompleteness in expression of the parties' respective rights and obligations, or conflict between the terms of this contract and any collective bacgaining agreement then in existence. Approval will be automatic unless, within 10 days after receipt of this contract in his office, the Commissioner notifies the parties either of disapproval or of extension of this 10-day period for purposes of investigation or clarification pending his decision. On the receipt of notice of disapproval and termination, both parties will be relieved of their respective rights and obligations under this contract.

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- 19. DISPUTES. During the term of any collective bargaining agreement, any dispute between Player and Club involving the interpretation or application of any provision of the NFL collective bargaining agreement or this contract will be submitted to final and binding arbitration in accordance with the procedure called for in any collective bargaining agreement in existence at the time the event giving rise to any such dispute occurs.
- 20. NOTICE. Any notice, request, approval or consent under this contract will be sufficiently given if in writing and delivered in person or mailed (certified or first class) by one party to the other at the address set forth in this contract or to such other address as the recipient may subsequently have furnished in writing to the sender.
- 21. OTHER AGREEMENTS. This contract, including any attachment to it, sets forth the entire agreement between Player and Club and cannot be modified or supplemented orally. Player and Club represent that no other agreement, oral or written, except as attached to or specifically incorporated in this contract, exists between them. The provisions of this contract will govern the relationship between Player and Club unless there are conflicting provisions in any collective bargaining agreement in existence during the term of this contract, in which case the provisions of the collective bargaining agreement will take precedence over conflicting provisions of this contract relating to the rights or obligations of either party.
 - 22. LAW. This contract is made under and shall be governed by the laws of the State of LOUISIANA
- 23. WAIVER AND RELEASE. Player waives and releases: (i) any claims relating to the 2011 lockout; (ii) any antitrust claims relating to the Draft, restrictions on free agency, franchise player designations, transition player designations, the Entering Player Pool, the Rookie Compensation Pool, or any other term or condition of employment relating to conduct engaged in prior to the date of this Agreement; and (iii) any claims relating to conduct engaged in pursuant to the express terms of any collective bargaining agreement during the term of any such agreement. This waiver and release also extends to any conduct engaged in pursuant to the express terms of the Stipulation and Settlement Agreement in White. This waiver and release does not waive any rights player may have to commence a grievance under the 2006 CBA or to commence a grievance or other arbitration under the 2011 CBA.

24. OTHER PROVISIONS.

- (a) Each of the undersigned hereby confirms that (i) this contract, renegotiation, extension or amendment sets forth all components of the player's remuneration for playing professional football (whether such compensation is being furnished directly by the Club or by a related or affiliated entity); and (ii) there are not undisclosed agreements of any kind, whether express or implied, oral or written, and there are no promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind that have not been disclosed to the NFL involving consideration of any kind to be paid, furnished or made available to Player or any entity or person owned or controlled by, affiliated with, or related to Player, either during the term of this contract or thereafter.
- (b) Each of the undersigned further confirms that, except as separately set forth in any attachment submitted herewith consistent with the Collective Bargaining Agreement, the .pdf NFL Player Contract Form as set forth herein has not been modified from the form officially authorized for use by the NFL and the NFLPA.
- (c) Each of the undersigned further confirms that, except insofar as any of the undersigned may describe in an addendum to this contract, to the best of their knowledge, no conduct in violation of the Anti-Collusion rules took place with respect to this contract. Each of the undersigned further confirms that nothing in this contract is designed or intended to defeat or circumvent any provisions of the collective bargaining agreement dated August 4, 2011, including but not limited to the Rookie Compensation Pool and Salary Cap provisions; however, any conduct permitted by that Agreement shall not be considered a violation of this confirmation.
- (d) PERFORMANCE-BASED PAY. Player's attention is called to the fact that he may be entitled to Performance-Based Pay in accordance with the procedures outlined in Article 28, and that his eligibility for such pay is based on a formula that takes into account his playtime percentage and compensation.

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25. SPECIAL PROVISIONS. SEE ATTACHED ADDENDA

Mary Jane	XH	
PLAYER SIGNATURE	CLUB EXECUTIVE SIGNATURE	
Adrian Peterson	Khai Harloy	
PLAYER PRINT	CLUB EXECUTIVE PRINT	
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PLAYER HOME ADDRESS	CLUB NAMB	
and end	5800 AIRLINE DRIVE	
	CLUB ADDRESS	
	METAIRIB, LA 70003	
TELEPHONE NUMBER	1.	
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DATE	DATE	
	PLAYER'S AGEN'I SIGNATURE	
	Michael J. Lartigue	
	PLAYER'S AGENT PRINT	
	ADDRESS	
	•	
	TELEPHONE NUMBER	
*	DATE	

Copy Distribution: Management Council (Original Signature)
Player, Member Club (Photocopy)
League Office, NFLPA, Player Agent (Electronic Mail)

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> 25. SPECIAL PROVISIONS. SEE ATTACHED ADDENDA

THIS CONTRACT' is executed in six (6) copies. Player acknowledges that before signing this contract he was given the opportunity to seek advice from or be represented by persons of his own selection.

CLUB EXECUTIVE SIGNATURE PLAYER SIGNATURE Adrian Peterson Khai Harley PLAYER PRINT CLUB EXECUTIVE PRINT NEW ORLEANS LOUISIANA SAINTS, LLC PLAYER HOME ADDRESS CLUB NAME **\$800 AIRLINE DRIVE** CLUB ADDRESS METATRIB, LA 70003 TELEPHONENUMBER DATE DATE

PLAYER'S AGENT SIGNATURE

Michael J. Larligue

PLAYER'S AGENT PRINT

3104 Port Anne Wo

-740-2002

Copy Distribution: Management Council (Original Signature)

Player, Member Club (Photocopy)
League Office, NI/LPA, Player Agent (Electronic Mail)

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SIGNING BONUS

Between the New Orleans Saints LA Saints, LLC ("Club") and Adrian Peterson ("Player"). As additional consideration for the execution of the NFL Player Contract for the years 2017 and 2018, Club agrees to pay Player a bonus in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000,00) (the "Bonus") payable as follows:

\$2,500,000.00

on or about May 15, 2017.

The Bonus is also subject to the approval of this Contract by the NFL Management Council.

It is expressly understood that no part of the Bonus is part of any salary in the Contract for the year(s) set forth above or for any subsequent contract year(s) which may be added to the Contract by option (if permissible), extension, or any other permissible means and that such obligations are not terminable if such contract(s) is (are) terminated via the NFL Waiver System, and provided player is not in breach of this agreement and/or his NFL Player Contract at the time of such termination.

Player shall be subject to forfeiture of Salary to the maximum extent permitted under Article 4, Section 9 of the Collective Bargaining Agreement, dated August 4, 2011.

No term or condition of this agreement, and no breach thereof, shall be waived, altered or modified except by written instrument.

CLUB X A PLAYER Adrian Peterson

AGEN'T

Michael J. Lartigue

Phyer Club Agent

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SIGNING BONUS

Between the New Orleans Saints LA Saints, LLC ("Club") and Adrian Peterson ("Player"). As additional consideration for the execution of the NPL Player Contract for the years 2017 and 2018, Club agrees to pay Player a bonus in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (the "Bonus") payable as follows:

\$2,500,000.00

on or about May 15, 2017.

The Bonus is also subject to the approval of this Contract by the NFL Management Council.

It is expressly understood that no part of the Bonus is part of any salary in the Contract for the year(s) set forth above or for any subsequent contract year(s) which may be added to the Contract by option (if permissible), extension, or any other permissible means and that such obligations are not terminable if such contract(s) is (see) terminated via the NFL Waiver System, and provided player is not in breach of this agreement and/or his NFL Player Contract at the time of such termination.

Player shall be subject to forfeiture of Salary to the maximum extent permitted under Article 4, Section 9 of the Collective Bargaining Agreement, dated August 4, 2011.

No term or condition of this agreement, and no breach thereof, shall be waived, altered or modified except by written instrument.

Executed this ____ day of April, 2017.

CLUB PLAYER

Khel Harley Adrian Peterson

AGENT

Player Club Agent

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Adrian Peterson

Addendum I to NFL Player Contract

This is an Addendum to the National Football League ("NFI.") Player Contract between ADRIAN PETERSON ("Player") and the New Orleans Saints LA Saints, LLC ("Club") dated April____, 2017 and ending February 28, 2019 (the "Contract"). For the purpose of this Addendum, "Regular Season" shall mean the NFL regular season excluding pre-season and post-season games unless otherwise specifically included.

2017 ONE YEAR CONDITIONAL FULL PARAGRAPH 5 SKILL/INJURY/SALARY CAP CUARANTEE ("GUARANTEE"). Despite any contrary language in this NFL Player Contract, Club agrees for the 2017 contract year only, it will pay Player the full One Million Dollar (\$1,000,000.00) salary provided in Paragraph 5, despite the fact that: (1) in Club's sole judgment, Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster, and Player's contract is terminated via the NFL waiver system, or (2) Player, due to death, illness or injury, (but expressly excluding any death, illness or injury that results from Player's engaging in any activity that breaches Paragraph 3 of the NFL Player Contract) is unable, in the sole discretion of Club's physician, to pass Club's pre-season physical examination for the 2017 contract year, and/or unable to perform his playing services for Club, and Player's contract is terminated via the NFL waiver system, or (3) Player is released for salary cap reasons and Player's contract is terminated via the NPL waiver system (provided Player is not in default under the terms and conditions of his NFL Player Contract at such time). In the event this NFL Player Contract is terminated and Player subsequently plays for any professional football organization, Club's obligation under this Guarantee will be reduced by the amount of any and all compensation, including salary, and signing, reporting and/or incentive bonuses, earned by Player from such football organization during the unexpired term covered by this Guarantee. This Guarantee by Club will not apply in any year after 2017, regardless of whether Player is, as of this date, under contract or option to Club for a subsequent year, and regardless of whether Player passes Club's physical examination for a year subsequent to 2017.

In the event Player, during the 2017 League Year: (i) fails or refuses to report to, practice with or play for Club for any reason other than Player's death, illness or injury, (but expressly excluding any death, illness or injury that results from Player's engaging in any activity that breaches Paragraph 3 of the NFL Player Contract); (ii) fails or refuses to report to, practice with or play for Club due to Player's suspension by the NFL or Club for Conduct Detrimental or for violating any of the NPL's disciplinary policies or programs, including but not limited to the NFL Personal Conduct Policy, the NFL Policy and Program for Substances of Abuse and the NFL Policy and Procedures for Anabolic Steroids and Related Substances; (iii) fails or refuses to report to, practice with, or play for Club due to Player's conviction of, or incarceration for a followy offense; (iv) voluntarily retires from the NFL; (v) voluntarily leaves Club for any reason without Club's consent; or (vi) materially breaches any provision of this Agreement, including, without limitation, any representation or warranty, then, this Guarantee shall be deemed NULL AND VOID. Player will be eligible to earn any remaining portions of his 2017 Paragraph 5 salary on a non-guaranteed basis subject to any applicable fines and/or forfeitures. Player shall not be in violation of this Agreement if Player is unable to pass Club's physical, practice or play with Club as a sole result of an NFL football-related injury sustained while performing his services under this Contract, based upon the sole opinion of the Club's physician, provided that Player has promptly and fully disclosed his physical condition to the Club and promptly undergoes whatever reasonable and customary rehabilitation and treatment the Club directs.

WAIVER SYSTEM: This Guarantee in no way supersedes or obviates the applicability of the League's waiver system to Player.

- 2. ROSTER BONUS. Player will earn roster bonuses if he meets the requirements set forth In 2.1 below. For the purposes of this provision, inclusion on the Club's (90) Man Roster shall include Physically Unable to Perform, Reserve injured, and any other roster status whereby the Club retains contractual rights to Player's services except for the following: Non-Football Injury , Did Not Report, Left Squad, Suspended or Retired.
 - Third (3rd) Day of the 2018 League Year Roster Bonns ("2018 Roster Bonns"). Player will carn a bonus in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) if he is a member of the Club's Ninety (90) Man Roster on the third day of the 2018 League Year. The bonus, if earned, will be payable in full within tifteen days after the third day of the 2018 League Year. Player shall be subject to forfeiture of Salary to the maximum extent permitted under Article 4, Section 9 of the 2011 Collective Bargaining Agreement.
- 2018 PER GAME ROSTER BONUSES. Player will earn roster bonuses if he meets the requirements set forth in 3.1 and/or 3.2 below.
- 2018 FORTY SIX (46) MAN ACTIVE ROSTER BONUS. Player will receive a total of Forty Six (46) Man Active Roster Bonuses not to exceed Four Hundred Thousand Dollars (\$400,000,00) based upon the number of games during the 2018 Regular Season player is a member of the Club's Forty Six (46) Man Active Roster. Player will receive an equal installment [Twenty Five Thousand Dollars (\$25,000) in the event there are 16 Regular Season games in the 2018 Regular Season] ("Roster Bonus") for each game during the 2018 Regular Season that he is a

Agent Club

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Adrian Peterson

member of the Club's Forty Six (46) Man Active Roster. The amount of each Roster Bonus is expressly conditioned upon the Club's total number of Regular Season games for the 2018 season. Under any circumstances, the maximum Player may carn pursuant to this clause for the 2018 League Year is Four Hundred Thousand Dollars (\$400,000.00). Each Roster Bonus, if earned, will be paid concurrent with paragraph 5 salary during the season in which it is earned. Player shall be subject to forfeiture of Salary to the maximum extent permitted under Article 4, Section 9 of the Settlement Agreement, dated July 25, 2011.

2018 WEEKLY ROSTER BONUSES. Player will receive a total of Roster Bonuses not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) based upon the number of weeks during the 2018 Regular Season player is a member of the Club's Roster. For the purposes of this provision only, membership on the Club's Roster shall be defined as being on: (a) Club's 53-Man Active/Inactive Roster, (b) the Club's Reserve/Injured List, or (c) the Club's Reserve/Physically Unable to Perform List on the Wednesday preceding each of the Club's 2018 Regular Season Games. (The Sunday of any "Bye Week" of the Club shall count as a game only for the purpose of this paragraph.) Player will receive an equal installment [Seventy Three Thousand Five Hundred Twenty Nine Dollars and Forty One Cents (\$73,529.41) in the event there are 17 Regular Season weeks in the 2018 Regular Season] ("Roster Bonus") for each week during the 2018 Regular Season that he is a member of the Club's Roster as defined above. The amount of each Roster Bonus is expressly conditioned upon the total number of weeks for the 2018 Regular Season. Under any circumstances, the maximum Player may earn pursuant to this clause for the 2018 League Year is One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00). Each Roster Bonus, if earned, will be paid concurrent with paragraph 5 salary during the season in which it is earned. Player shall be subject to forfeiture of Salary to the maximum extent permitted under Article 4, Section 9 of the Settlement Agreement, dated July 25, 2011.

4. 2017-2018 LEAGUE YEAR CLUB/INDIVIDUAL PERFORMANCE INCENTIVES.

4.1 2017-2018 Individual Performance - Rushing Yards. For the 2017 and/or 2018 Regular Seasons, Player will be eligible to earn the following amounts based upon the Rushing Yards he achieves;

2017-2018 Regular Season Rushing Vards	Amount
750 Rushing Yards	\$150,000.00 or
1000 Rushing Yards	\$250,000.00 or
1250 Rushing Yards	\$750,000.00 or
1500 Rushing Yards	\$1,000000.00

The maximum Player can earn based upon any one regular season's performance pursuant to paragraph 4.1 above is One Million Dollars (\$1,000,000.00). UNDER NO CIRCUMSTANCE SHALL PLAYER EARN MORE THAN Two Million Dollars (\$2,000,000.00) pursuant to paragraph 4.1.

Additionally, should any of the preceding incentive thresholds in 4.1 become Likely To Be Barned pursuant to the CBA, dated August 4, 2011 THEN, so as to make the incentive threshold Not Likely To Be Barned, Player must improve over the immediate prior regular season in Rushing Yards in order to earn amounts listed in any of the preceding thresholds.

4.2 2017-2018 Individual Performance - Rushing/Receiving Touchdowns. For the 2017 and/or 2018 Regular Seasons, Player will be eligible to earn the following amounts based upon the number of combined Rushing and Receiving Touchdowns he achieves:

2017-2018 Regular Season Combined Touchdowns (Rushing and Receiving)	Amount
6 Touchdowns	\$250,000.00 or
8 Touchdowns	\$500,000.00 or
10 Touchdowns AND Leads NFL in Rushing	\$750,000.00

The maximum Player can earn based upon any one regular season's performance pursuant to paragraph 4.2 above is Seven Hundred Fifty Thousand Dollars (\$750,000.00). UNDER NO CIRCUMSTANCE SHALL PLAYER EARN MORE THAN One Million Five Hundred Thousand Dollars (\$1,500,000.00) pursuant to paragraph 4.2.

Additionally, should any of the preceding incentive thresholds in 4.2 become Likely To Be Earned pursuant to the CBA, dated August 4, 2011 THEN, so as to make the incentive threshold Not Likely To Be Earned, Player must

Player Club Agent

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improve over the immediate prior regular season in combined Rushing and Receiving Touchdowns in order to earn amounts listed in any of the preceding thresholds.

4.3 2017-2018 Club/Individual Performance – Rushing Yards. For the 2017 and/or 2018 Regular Seasons, if Player achieves 750 or more Rushing Yards during the Regular Season AND Club qualifies for the Playoffs in the same season AND Player plays in Club's Playoff Game, Then Player will be eligible to earn the following amounts based upon his participation in each respective Playoff Game Club advances to below:

750 Regular Scason Rushing Yards AND Playoffs AND Player Plays in Playoff Game	Amount
Club Participates in Wild Card or Divisional Round	\$250,000.00 or
Club Participates in Conference Championship	\$500,000,00 or
Club Wins the Super Bowl	\$1,000,000.00

The maximum Player can earn based upon any one regular season's performance pursuant to paragraph 4.3 above is One Million Dollars (\$1,000,000.00). UNDER NO CIRCUMSTANCE SHALL PLAYER EARN MORE THAN Two Million Dollars (\$2,000,000.00) pursuant to paragraph 4.3.

Additionally, should any of the preceding incentive thresholds in 4.3 become Likely To Be Earned pursuant to the CBA, dated August 4, 2011 THEN, so as to make the incentive threshold Not Likely To Be Earned, Club must advance further in the Playoffs than the immediate prior season OR Player must improve over the immediate prior regular season in Rushing Yards in order to earn amounts listed in any of the preceding thresholds. For example, if Player rushes for 900 yards during the 2017 Regular Season AND Club only participates in the Wild Card Round AND Player participates in the Wild Card Round Game THBN Player would earn Two Hundred Pirty Thousand Dollars (\$250,000.00). Continuing with this example, in order to earn the same incentive threshold for the 2018 season, one of the following must occur: 1, Player rushes for 750 yards during the Regular Season AND Club advances to a game beyond the Wild Card Round AND Player participates in that game OR 2, Player rushes for 901 yards during the Regular Season AND Club participates in the Wild Card Round Game.

The maximum Player can earn based upon any one regular season's performance pursuant to paragraphs 4.1, 4.2, and 4.3 above is Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00). UNDER NO CIRCUMSTANCE SHALL PLAYER EARN MORE THAN Five Million Five Hundred Thousand Dollars (\$5,500,000.00) pursuant to paragraphs 4.1, 4.2, and 4.3.

Furthermore, if Player earns any of the above amounts pursuant to Paragraphs 4.1, 4.2, and 4.3 for the 2017 Regular Season THEN an equal amount shall be added to the total amount of 2018 Weekly Roster Bonuses listed in 3.2 above. Any escalator achieved pursuant to this paragraph shall not be guaranteed. For example, if Player achieves 1000 Rushing Yards, 5 combined Rushing & Receiving Touchdowns, Club participates in the Conference Championship, and Player participates in the Conference Championship during the 2017 League Year THEN Player will earn Seven Hundred Fifty Thousand Dollars (\$750,000.00) AND the amount Player can earn in 2018 Weekly Roster Bonuses shall increase by Seven Hundred Fifty Thousand Dollars (\$750,000.00) to a total of Two Million Dollars (\$2,000,000.00) (\$1,250,000.00 plus \$750,000.00). UNDER NO CIRCUMSTANCE SHALL PLAYER'S 2018 WEEKLY ROSTER BONUSES INCREASE BY MORE THAN a combined Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00) pursuant to paragraphs 4.1, 4.2, and 4.3.

 2018 OFF-SEASON WORKOUT COMPENSATION. Player will be eligible to receive a bonus ("Off-Season Workout Compensation") in the amount of:

League Year

Amount of Bonus \$50,000.00

for the 2018 Contract Year for participating in 90% of the Club's off-season workout program and satisfying the Club's reasonable workout requirements for that year, and for Player's timely reporting to and 100% participation in the Club's entire off-season mini-camp(s). The off-season workout program shall include on-site Club authorized rehabilitation due to a football-related injury. For the purposes of this Contract, Off-Season Workout Compensation shall be deemed to include any per diem amounts Player is eligible to earn pursuant to CBA, dated August 4, 2011. Player must be a member of the Club's 90-Man Roster at the start and completion of the Club's off-season workout program to be eligible for the Off-Season Workout Compensation (Unless Player has already fulfilled the participation requirement for the complete program.). The off-Season Workout Compensation shall be payable to Player in a lump sum payment within five (5) days after the start of the

Payer Club Agent

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Adrian Pelerson

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Club's first Regular Season game. Eligibility for the Off-Season Workout Compensation shall be determined by records maintained by the Club. In the event that Player does not satisfy the Club's off-season workout program 90% participation requirement, he shall only receive the minimum daily amounts earned pursuant to Article 21, Section 3 of the CBA, dated August 4, 2011. Player shall not be in violation of this Agreement if Player is unable to pass Club's physical and participate in the Club's off-season workout program(s) and off-season mini-camp(s) as a sole result of an NFL football-related injury sustained while performing his services under this Contract, based upon the sole opinion of the Club's physician, provided that Player has promptly and fully disclosed his physical condition to the Club and promptly undergoes whatever reasonable and customary rehabilitation and treatment the Club directs.

6. AUTOMATIC CONVERSIONS. Player and Club agree that on one or more occasions and at any time during the duration of this Contract, Club shall have the right, but not the obligation, to (i) convert any portion of Player's Paragraph 5 Salary set forth in this Contract into Signing Bonus, or (ii) convert any portion or all of the Roster Bonus(es), if any, set forth in this Contract into Signing Bonus. If Club exercises its right(s) to convert such Paragraph 5 Salary and/or Roster Bonus(es) as provided herein, Club shall use the same form of "Signing Bonus" Addendum language as stated in this Contract except that (i) such converted Paragraph 5 Salary shall be payable in 17 equal weekly installments over the ensuing Regular Season and (ii) such converted Roster Bonus(es) shall be payable within 15 days after the applicable Roster Bonus was originally to be paid. Player agrees to execute superseding NFL Player Contract(s) effecting the conversion(s) without receiving any additional consideration from Club.

Player further agrees that the conversion(s) Itself (or themselves), if effected, shall constitute valuable and adequate consideration for Player's agreement to execute the new NFL Player Contract(s) and that Player shall be in default under the terms and conditions of this Contract if he refuses or fails to promptly execute the new NFL Player Contract(s) after requested by Club.

- 7. REPRESENTATION AND WARRANTY, By signing this Contract, Player hereby represents and warrants, as of the date of his signature, except as otherwise disclosed to Club, that he has (1) not been charged with, indicted for, convicted of or pled nolo contendere to any felony and/or misdemeanor involving fraud or moral turpitude, (2) not engaged in conduct which could subject him to a charge, indictment or conviction of any such offense, and (3) fully and completely disclosed his current physical condition (including any known prior surgeries or medical procedures Player has undergone that impairs, has impaired, or has the potential to impair Player's performance). Player acknowledges and agrees his full and complete disclosure to Club of all information related to this representation and warranty has been relied upon by Club and is a condition precedent and material inducement to Club's entering into this Contract and Club's payment to Player of any and all potential compensation or terms of compensation described herein in the Signing Bonus Addendum as well as in Paragraph 1, 2, 3, 4, 5, and 6. Furthermore, the parties intend and agree that such provisions shall be severable and subject to rescission upon a breach of this representation and warranty without affecting the parties remaining obligations pursuant to this Contract.
- 8. ADDITIONAL PLAYER SERVICES. In addition to the services in the standard NFL Player Contract, Paragraph 2, Player agrees to do five (5) appearances (gratis) for each contract year with out-of-town expenses being paid by Club. Player agrees to sign 400 items of Club memorabilia per year for the sole use of Club for distribution. Memorabilia includes, but is not limited to, football equipment, photographs and licensed apparel of the NFL and the New Orleans Saints Pootball Club. Player agrees to perform up to a maximum of four (4) hours of service on the New Orleans Saints Internet (home page) each month during the term of this Agreement. Club and Player will mutually agree on dates and times of participation.
- 9. PAYMENTS. Unless otherwise specifically provided herein, any performance bonus amounts earned under this Addendum shall be payable to Player on or before the February 28th following the Regular Season in which the bonus was earned. Upon a contract termination, unless otherwise specifically provided herein, any payments contained in this contract owed to Player by Club that survive the termination of the contract will be paid according to its normal schedule (as if the contract had not been terminated). If such payment is subject to an offset provision, payment will be made within 30 days after the conclusion of the Super Bowl immediately following the season from which the payment was to be made.
- 10. JURISDICTION. As a material inducement for the Club to employ Player's services, Player promises and agrees that any worker's compensation claim, dispute, or cause of action arising out of Player's employment with the Club shall be subject to the worker's compensation laws of Louisiana exclusively and not the worker's compensation laws of any other state. Player further agrees that any claim, filing, petition, or cause of action in any way relating to workers' compensation rights or benefits arising out of Player's employment with the Club, including without limitation the applicability or enforceability of this addendum, shall be brought solely and exclusively with the Louisiana courts or the Louisiana body that has jurisdiction over the matter.
- 11. CONFIDENTIALITY. The financial terms of the Contract and this Addendum shall be strictly confidential except as betterwise expressly provided.

Player Club Agent

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Adrian Peterson

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- 12. FULL FORCE. This Addendum modifies the Contract only to the extent specifically set forth herein. In all other respects the Contract, including any Addenda thereto, remains unchanged and in full force and effect.
- 13. NON-TAMPERING CLAUSE. During the term of the Contract, neither Player nor his representatives will solicit offers from, negotiate with, or enter into any agreement with any professional football team other than Club to perform football-related services. This prohibition applies to all offers, contracts, or negotiations regardless of whether or not the prospective services are to be performed by Player after the expiration of the Contract. Player hereby represents that he is not under contract to any other professional football league, or any other professional football club, and is free to negotiate and sign this agreement.
- 14. CLAUSE HEADINGS. The clause headings appearing in this Addendum have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain nor any other substantive provision of the Contract.
- 15. ACKNOWLEDGEMENT, By signing this addendum, Player acknowledges that he has read it and has consulted with the advisor of his choice or had the opportunity to do so, understands its terms, and enters into it of his own free will and

CLUB.	PLAYER
XHA	Marin
Chai Harley	Adrian Peterson

AGENT

Michael J. Lartigue

FILED: ERIE COUNTY CLERK 08/14/2019 04:18 PM INDEX NO. 813400/2018

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Adrian Peleison

Addendum 1 to NPL Player Contract

This is an Addendum to the National Pootball League ("NFL") Player Contract between ADRIAN PETERSON ("Player") and the New Orleans Saints LA Saints, LLC ("Club") dated April____, 2017 and ending February 28, 2019 (the "Contract"). For the purpose of this Addendum, "Regular Season" shall mean the NFL regular season excluding pre-season and post-season games unless otherwise specifically included.

2017 ONE YEAR CONDITIONAL FULL PARAGRAPH 5 SKILL/INJURY/SALARY CAP GUARANTEE ("GUARANTEE"). Despite any contrary language in this NFL Player Contract, Club agrees for the 2017 contract year only, it will pay Player the foll One Million Dollar (\$1,000,000.00) salary provided in Paragraph 5, despite the fact that: (1) in Club's sole judgment, Player's skill or performance has been unsatisfactory as compared with that of other players compelling for positions on Club's roster, and Player's contract is terminated via the NFL waiver system, or (2) Player, due to death, illness or injury, (but expressly excluding any death, illness or injury that results from Player's engaging in any activity that breaches Paragraph 3 of the NFL Player Contract) is unable, in the sole discretion of Club's physician, to pass Club's pre-season physical examination for the 2017 contract year, and/or anable to perform his playing services for Club. and Player's contract is terminated via the NFL walver system, or (3) Player is released for salary cap reasons and Player's contract is terminated via the NFL weiver system (provided Player is not in default under the terms and conditions of his NFL Player Contract at such time). In the event this NFL Player Contract is terminated and Player subsequently plays for any professional football organization, Club's obligation under this Guarantee will be reduced by the amount of any and all compensation, including solery, and signing, reporting and/or incentive bonuses, earned by Player from such football organization during the unexpired term covered by this Guarantee. This Guarantee by Chib will not apply in any year after 2017, regardless of whether Player is, as of this date, under contract or option to Club for a subsequent year, and regardless of whether Player passes Club's physical examination for a year subsequent to 2017.

In the event Player, during the 2017 League Year: (i) fails or refuses to report to, practice with or play for Club for any reason other than Player's death, illness or injury, (but expressly excluding any death, illness or injury that results from Player's engaging in any activity that breaches Paragraph 3 of the NFL Player Contract); (ii) fails or refuses to report to, practice with or play for Club due to Player's suspension by the NFL or Club for Conduct Detrimental or for violating any of the NFL's disciplinary policies or programs, including but not limited to the NFL Personal Conduct Policy, the NFL Policy and Program for Substances of Abuse and the NFL Policy and Procedures for Anabolic Steroids and Related Substances; (iii) fails or refuses to report to, practice with, or play for Club due to Player's conviction of, or incarceration for a felony offense; (iv) voluntarily retires from the NFL; (v) voluntarily leaves Club for any reason without Club's consent; or (vi) materially breaches any provision of this Agreement, including, without limitation, any representation or warranty, then, this Guarantee shall be deemed NULL AND VOID. Player will be eligible to earn any remaining portions of his 2017 Paragraph 5 salary on a non-guaranteed basis subject to any applicable fines and/or forfeitures. Player shall not be in violation of this Agreement if Player is unable to pass Club's physical, practice or play with Club as a sale result of an NPL football-related injury sustained while performing his services under this Contract, based upon the sole oplinion of the Club's physician, provided that Player has promptly and fully disclosed his physical condition to the Club and promptly undergoes whatever reasonable and customary rehabilitation and treatment the Club directs.

WAIVER SYSTEM: This Guarantee in no way supersedes or obvioles the applicability of the Lengue's waiver system to Player.

- ROSTER BONUS. Player will earn roster bonuses if he meets the requirements set forth in 2.1 below. For the purposes of this
 provision, inclusion on the Club's (90) Man Roster shall include Physically Unable to Perform, Reserve Injured, and any other
 roster status whereby the Club retains contractual rights to Player's services except for the following: Non-Football Injury, Did
 Not Report, Left Squad, Suspended or Relived.
 - 2.1 Third (3rd) Day of the 2018 Lengue Year Roster Bonus ("2018 Raster Bonus"). Player will cam a bonus in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) if he is a member of the Club's Ninety (90) Man Roster on the third day of the 2018 League Year. The bonus, if earned, will be payable in full within fifteen days after the third day of the 2018 League Year. Player shall be subject to forfeiture of Salary to the maximum extent permitted under Article 4, Section 9 of the 2011 Collective Bargaining Agreement.
- 3 2018 PER GAME ROSTER BONUSES. Player will earn roster bonuses if he meets the requirements set forth in 3.1 and/or 3.2 below.
 - 3.1 2018 FORTY SIX (46) MAN ACTIVE ROSTER BONUS. Player will receive a total of Porty Six (46) Man Active Roster Bonuses not to exceed Four Hundred Thousand Dollars (\$400,000.00) based upon the number of gatnes during the 2018 Regular Season player is a member of the Club's Forty Six (46) Man Active Roster. Player will receive an equal installment [Twenty Five Thousand Dollars (\$25,000) in the event there are 16 Regular Season games in the 2018 Regular Season ["Roster Bonus") for each game during the 2018 Regular Season that he is a

Player Club Agent

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Adrian Pelerson

member of the Club's Forty Six (46) Man Active Roster, The amount of each Roster Bonus is expressly conditioned upon the Club's total number of Regular Season games for the 2018 season. Under any circumstances, the maximum Player may earn pursuant to this clause for the 2018 League Year is Four Hundred Thousand Dollars (\$400,000.00). Each Roster Bonus, if earned, will be paid concurrent with paragraph 5 salary during the season in which it is earned. Player shall be subject to forfeiture of Salary to the maximum extent permitted under Article 4, Section 9 of the Settlement Agreement, dated July 25, 2011.

3.2 2018 WEEKLY ROSTER BONUSES. Player will receive a total of Roster Bonuses not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) based upon the number of weeks during the 2018 Regular Season player is a member of the Club's Roster. For the purposes of this provision only, membership on the Club's Roster shall be defined as being on; (a) Club's 53-Man Active/Inactive Roster, (b) the Club's Reserve/Injured List, or (c) the Club's Reserve/Physically Unable to Perform List on the Wednesday proceding each of the Club's 2018 Regular Season Games. (The Sunday of any "Bye Week" of the Club shall count as a game only for the purpose of this paragraph.) Player will receive an equal installment [Seventy Three Thousand Five Hundred Twenty Nine Dollars and Forty One Cents (\$73,529.41) in the event there are 17 Regular Season weeks in the 2018 Regular Season] ("Roster Bonus") for each week during the 2018 Regular Season that he is a member of the Club's Roster as defined above. The amount of each Roster Bonus is expressly conditioned upon the total number of weeks for the 2018 Regular Season. Under any circumstances, the maximum Player may earn pursuant to this clause for the 2018 League Year is One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00). Each Roster Bonus, if earned, will be paid concurrent with paragraph 5 salary during the senson in which it is earned. Player shall be subject to forfeiture of Salary to the maximum extent permitted under Article 4, Section 9 of the Settlement Agreement, dated July 25, 2011.

4. 2017-2018 LEAGUE YEAR CLUB/INDIVIDUAL PERFORMANCE INCENTIVES,

4.1 2017-2018 Individual Performance—Rushing Yards, For the 2017 and/or 2018 Regular Seasons, Player will be eligible to earn the following amounts based upon the Rushing Yards he achieves:

2017-2018 Regular Season Rushing Yards	Amount
750 Rushing Yards	\$150,000.00 or
1000 Rushing Yards	\$250,000.00 or
1250 Rushing Yards	\$750,000.00 or
1500 Rushing Yards	\$1,000000.00

The maximum Player can earn bused upon any one regular season's performance pursuant to paragraph 4.1 above is One Million Dollars (\$1,000,000.00). UNDER NO CIRCUMSTANCE SHALL PLAYER EARN MORE THAN Two Million Dollars (\$2,000,000.00) pursuant to paragraph 4.1.

Additionally, should any of the preceding intentive thresholds in 4.1 become Likely To Be Earned pursuant to the CBA, dated August 4, 2011 THEN, so as to make the incentive threshold Not Likely To Be Earned, Player must improve over the immediate prior regular season in Rushing Yards in order to cam amounts listed in any of the preceding thresholds.

4.2 2017-2018 Individual Performance — Rushing/Receiving Touchdowns. For the 2017 and/or 2018 Regular Seasons, Player will be eligible to earn the following amounts based upon the number of combined Rushing and Receiving Touchdowns he nehlaves:

2017-2018 Regular Season Combined Touchdowns (Rushing and Receiving)	Amount
6 Touchdowns	\$250,000.00 or
8 Touchdowns	\$500,000.00 or
10 Touchdowns AND Leads NFL in Rushing Touchdowns	\$750,000.00

The maximum Player can earn based upon any one regular season's performance pursuant to paragraph 4.2 above is Seven Hundred Fifty Thousand Dollars (\$750,000.00). UNDER NO CIRCUMSTANCE SHALL PLAYER EARN MORE THAN One Million Five Hundred Thousand Dollars (\$1,500,000.00) pursuant to paragraph 4.2.

Additionally, should any of the preceding incentive thresholds in 4.2 become Likely To Be Earned pursuant to the CBA, dated August 4, 2011 THEN, so as to make the incentive threshold Not Likely To Be Earned, Player must

Player Club Agent

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Improve over the immediate prior regular season in combined Rushing and Receiving Touchdowns in order to earn amounts listed in any of the preceding thresholds.

4.3 2017-2018 Club/Individual Performance - Rushing Yards. For the 2017 and/or 2018 Regular Seasons, if Player achieves 750 or more Rushing Yards during the Regular Season AND Club qualifies for the Playoffs in the same season AND Player plays in Club's Playoff Game, Then Player will be eligible to earn the following amounts based upon his participation in each respective Playoff Game Club advances to below:

750 Regular Season Rushing Yards AND Playoffs AND Player Plays in Playoff Game	Amount	
Club Participates in Wild Card or Divisional Round	\$250,000.00 or	
Club Participates in Conference Championship	\$500,000.00 or	
Club Wins the Super Bowl	\$1,000,000.00	

The maximum Player can earn based upon any one regular season's performance pursuant to paragraph 4.3 above is One Million Dollars (\$1,000,000.00). UNDER NO CIRCUMSTANCE SHALL PLAYER BARN MORB THAN Two Million Dollars (\$2,000,000.00) pursuant to paragraph 4.3.

Additionally, should any of the preceding incentive thresholds in 4.3 become Likely To Be Earned pursuant to the CBA, dated August 4, 2011 THEN, so as to make the incentive threshold Not Likely To Be Earned, Club must advance further in the Playoffs than the immediate prior season OR Player must improve over the immediate prior regular season in Rushing Yards in order to earn amounts listed in any of the preceding thresholds. For example, if Player rushes for 900 yards during the 2017 Regular Season AND Club only participates in the Wild Card Round AND Player participates in the Wild Card Round Game THEN Player would earn Two Hundred Fifty Thousand Dollars (\$250,000.00). Continuing with this example, in order to earn the same incentive threshold for the 2018 season, one of the following must occur: 1. Player rushes for 750 yards during the Regular Season AND Club advances to a game beyond the Wild Card Round AND Player participates in that game OR 2. Player rushes for 901 yards during the Regular Season AND Club participates in the Wild Card Round Game.

The maximum Player can earn based upon any one regular season's performance pursuant to paragraphs 4.1, 4.2, and 4.3 above is Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00). UNDER NO CIRCUMSTANCE SHALL PLAYER EARN MORE THAN Five Million Five Hundred Thousand Dollars (\$5,500,000.00) pursuant to puragraphs 4.1, 4.2, and 4.3.

Furthermore, if Player earns any of the above amounts pursuant to Paragraphs 4.1, 4.2, and 4.3 for the 2017 Regular Season THEN an equal amount shall be added to the total amount of 2018 Weekly Roster Bonuses listed in 3.2 above. Any escalator achieved pursuant to this paragraph shall not be guaranteed. For example, if Player achieves 1000 Rushing Yards, 5 combined Rushing & Receiving Touchdowns, Club participates in the Conference Championship, and Player participates in the Conference Championship during the 2017 League Year THEN Player will carn Seven Hundred Pifty Thousand Dollars (\$750,000.00) AND the amount Player can carn in 2018 Weekly Roster Bonuses shall increase by Seven Hundred Fifty Thousand Dollars (\$750,000.00) to a total of Two Million Dollars (\$2,000,000.00) (\$1,250,000.00 plays \$750,000.00). UNDER NO CIRCUMSTANCE SHALL PLAYER'S 2018 WEEKLY ROSTER BONUSES INCREASE BY MORE THAN a combined Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00) pursuant to paragraphs 4.1, 4.2, and 4.3.

 2018 OFF-SEASON WORKOUT COMPENSATION. Player will be eligible to receive a bonus ("Off-Season Workout Compensation") in the amount of:

Lengue Year

Amount of Bonus \$50,000.00

for the 2018 Contract Year for participating in 90% of the Club's off-season workout program and satisfying the Club's reasonable workout requirements for that year, and for Player's timely reporting to and 100% participation in the Club's entire off-season mini-camp(s). The off-season workout program shall include on-site Club authorized rehabilitation due to a football-related injury. For the purposes of this Contract, Off-Season Workout Compensation shall be deemed to include any per diem amounts Player is eligible to earn pursuant to CBA, dated August 4, 2011. Player must be a member of the Club's 90-Man Roster at the start and completion of the Club's off-season workout program to be eligible for the Off-Season Workout Compensation (Unless Player has already fulfilled the participation requirement for the complete program.). The Off-Season Workout Compensation shall be payable to Player in a lump sum payment within five (5) days after the start of the

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Club's first Regular Season game. Eligibility for the Off-Season Workout Compensation shall be determined by records maintained by the Club. In the event that Player does not satisfy the Club's off-season workout program 90% participation requirement, he shall only receive the minimum daily amounts earned pursuant to Article 21, Section 3 of the CBA, dated August 4, 2011. Player shall not be in violation of this Agreement if Player is unable to pass Club's physical and participate in the Club's off-season workout program(s) and off-season mini-camp(s) as a sole result of an NFL football-related injury sustained while performing his services under this Contract, based upon the sole opinion of the Club's physician, provided that Player has promptly and fully disclosed his physical condition to the Club and promptly undergoes whatever reasonable and customary rehabilitation and treatment the Club directs.

6. AUTOMATIC CONVERSIONS. Player and Club agree that on one or more occasions and at any time during the duration of this Contract, Club shall have the right, but not the obligation, to (i) convert any portion of Player's Paragraph 5 Salary set forth in this Contract into Signing Bonus, or (ii) convert any portion or all of the Roster Bonus(es), if any, set forth in this Contract into Signing Bonus. If Club exercises its right(s) to convert such Paragraph 5 Salary and/or Roster Bonus(es) as provided herein, Club shall use the same form of "Signing Bonus" Addendum language as stated in this Contract except that (i) such converted Paragraph 5 Salary shall be payable in 17 equal weekly installments over the ensuing Regular Senson and (ii) such converted Roster Bonus(es) shall be payable within 15 days after the applicable Roster Bonus was originally to be paid. Player agrees to execute superseding NFL Player Contract(s) effecting the conversion(s) without receiving any additional consideration from Club.

Player further agrees that the conversion(s) fixelf (or themselves), if effected, shall constitute valuable and adequate consideration for Player's agreement to execute the new NFL Player Contract(s) and that Player shall be in default under the terms and conditions of this Contract if he refuses or fails to promptly execute the new NFL Player Contract(s) after requested by Club.

- REPRESENTATION AND WARRANTY. By signing this Contract, Player hereby represents and warrants, as of the date of his signature, except as otherwise disclosed to Club, that he has (1) not been charged with, indicted for, convicted of or pled noto contendere to any felony and/or misdemeanor involving fraud or moral turpitude, (2) not engaged in conduct which could subject him to a charge, indictment or conviction of any such offense, and (3) fully and completely disclosed his current physical condition (including any known prior surgeries or medical procedures Player has undergone that impairs, has impaired, or has the potential to impair Player's performance). Player acknowledges and agrees his full and complete disclosore to Club of all information related to this representation and warranty has been relied upon by Club and is a condition precedent and material inducement to Club's entering into this Contract and Club's payment to Player of any and all potential compensation or terms of compensation described herein in the Signing Bonus Addendum as well as in Paragraph 1, 2, 3, 4, 5, and 6. Furthermore, the parties intend and agree that such provisions shall be severable and subject to rescission upon a breach of this representation and warranty without affecting the parties remaining obligations pursuant to this Contract.
- 8. ADDITIONAL PLAYER SERVICES. In addition to the services in the standard NPL Player Contract, Paragraph 2, Player agrees to do five (5) appearances (gratis) for each contract year with out-of-town expenses being paid by Club. Player agrees to sign 400 items of Club memorabilia per year for the sole use of Club for distribution. Memorabilia includes, but is not limited to, football equipment, photographs and licensed appeared of the NFL and the New Orleans Saints Football Club. Player agrees to perform up to a maximum of four (4) hours of service on the New Orleans Saints Internet (house page) each month during the term of this Agreement. Club and Player will mutually agree on dates and times of participation.
- 9. PAYMENTS. Unless otherwise specifically provided herein, any performance bonus amounts earned under this Addendum shall be payable to Player on or before the February 28th following the Regular Season in which the bonus was earned. Upon a contract termination, unless otherwise specifically provided herein, any payments contained in this contract owed to Player by Club that survive the termination of the contract will be paid according to its normal schedule (as if the contract had not been terminated). If such payment is subject to an offset provision, payment will be made within 30 days after the conclusion of the Super Bowl immediately following the season from which the payment was to be made.
- 10. <u>JURISDICTION.</u> As a material inducement for the Club to employ Player's services, Player promises and agrees that any worker's compensation claim, dispute, or cause of action arising out of Player's employment with the Club shall be subject to the worker's compensation laws of Louisiana exclusively and not the worker's compensation laws of any other state. Player further agrees that any claim, filing, petition, or cause of action in any way relating to workers' compensation rights or benefits arising out of Player's employment with the Club, including without limitation the applicability or enforceability of this addendum, shall be brought solely and exclusively with the Louisiana courts or the Louisiana body that has jurisdiction over the matter.
- 11. CONFIDENTIALITY. The financial terms of the Contract and this Addendum shall be strictly confidential except as otherwise expressly provided.

Player Club Agent

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12. FULL FORCE. This Addendum modifies the Contract only to the extent specifically set forth herein. In all other respects the Contract, including any Addenda thereto, remains unchanged and in full force and effect.

- 13. NON-TAMPERING CLAUSE. During the team of the Contract, neither Player nor his representatives will solicit offers from, negotiate with, or enter into any agreement with any professional football team other than Club to perform football-related services. This prohibition applies to all offers, contracts, or negotiations regardless of whether or not the prospective services are to be performed by Player after the expiration of the Contract. Player hereby represents that he is not under contract to any other professional football league, or any other professional football club, and is free to negotiate and sign this agreement.
- 14. CLAUSE HEADINGS. The clause headings appearing in this Addendum have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain nor any other substantive provision of the Contract.
- 15. ACKNOWLEDGEMENT. By signing this addendum, Player acknowledges that he has read a end has consulted with the advisor of his choice or had the opportunity to do so, understands its terms, and enters into it of his own free will and

Executed this day of April, 2017.	,
CLUB	PLAYER ·
Khal Harley	Adrian Peterson

AGENT

Michael . Larligue

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EXHIBIT "F"

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PHONE: 405-241-9474 FAX: 405-212-4309

June 16, 2017

Mr. Adrian Peterson 2 E. Rivercrest Dr. Houston TX 77042

Re:

Assured:

Thrivest Specialty Funding II, LLC

Insured:

Policy Number: Policy Term:

June 22, 2016-March 22, 2017

Claim No.:

Dear Mr. Peterson:

We are writing on behalf of Certain Underwriters at Lloyd's, London ("Underwriters") who issued coverage to the above Insured pursuant to policy **********************(the "Policy"). UNDERWRITERS has appointed Empirical Loss Management to assist UNDERWRITERS in the investigation and adjustment of this claim. As such, UNDERWRITERS requests that you continue to fully cooperate with efforts in obtaining the information necessary for UNDERWRITERS to fully evaluate your claim.

Adrian Peterson

The Policy was issued to Thrivest Specialty Funding II, LLC as the Assured, and you as the Insured. The policy was issued to cover "Accident and Sickness Permanent Total Disability." Your occupation is listed as "NFL Player." The policy term is from June 22, 2016 to March 22, 2017Aggregate Limit of Indemnity is \$3,000,000.

At this time, the only information provided to UNDERWRITERS regarding your claim is a Disability Insurance Claim Form, and a copy of your NFL contract. UNDERWRITERS' understanding is that you are filing a claim under Interest Section B, for Loss of Value coverage, If you are filing your claim under another portion of the policy, please advise UNDERWRITERS immediately. UNDERWRITERS's understanding is that your claim is based upon the following injury:

> September 18, 2016 torn lateral meniscus of the right knee during a football game against the Green Bay Packers, when you were playing for the Minnesota Vikings. Surgery was required to repair the torn meniscus on September 21, 2016.

No other information or documentation has been provided to assist UNDERWRITERS in evaluating and investigating this claim.

PLEASE SEND ALL CORRESPONDENCE TO OUR HOME OFFICE.

CALIFORNIA OFFICE 23801 CALABASAS ROAD **SUITE 2025** CALABASAS, CA 91302

HOME OFFICE 750 E BRITTON ROAD SUITE 100 OKLAHOMA CITY, OK 73114 NEW YORK, NY 10038

NEW YORK OFFICE 150 BROADWAY **SUITE 1200**

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UNDERWRITERS is aware that after playing for the Minnesota Vikings, you signed a two year contract with the New Orleans Saints on April 28, 2017. The contract is effective from March 1, 2017 to February 28, 2019. The total value of the contract is \$12,500,000, broken down as follows:

2017 Salary: \$1,000,000 2018 Salary: \$1,050,000 Signing Bonus: \$2,000,000 Roster Bonus: \$ 750,000 \$ 400,000 2018 Per Game Roster Bonus: 2018 Weekly Roster Bonuses: \$1,250,000 League Year Club/Indiv Performance Incentives: \$5,500,000 2018 Off-Season Workout Bonus: 50,000

At this point in the investigation of the claim, UNDERWRITERS has very limited information upon which to make a coverage determination regarding your claim. UNDERWRITERS is investigating this claim under a full reservation of rights, as set forth below.

POLICY LANGUAGE AND SPECIFIC RESERVATIONS

UNDERWRITERS' policy contains certain potentially relevant policy language. This language is referenced below, however this is not a full recitation of all policy terms and conditions. We refer you to a complete copy of the policy for a full recitation of all policy terms and conditions.

The policy specifies the following Interest:

This Insurance is to indemnity the Insured:

Section B) - Loss Of Value

For his **Aggregate Ascertained Loss**, up to, but not exceeding the Limit of Indemnity, should the Insured not receive an **Offer** from a Professional American Football Team that Totals USD 12,000,000 or more of **Compensation** based on a 3 year contract (USD 4,000,000 per year irrespective of whether the contract is paid evenly over the number of years, for the purposes of this policy it is deemed to be paid evenly.) * or **pro** rata in the event of a short or longer duration contract.

Solely and directly as a result of Injury or Illness occurring during the period of Insurance, subject always to the terms, Warranties, Conditions and Exclusions contained herein or endorsed hereon.

*Example, based on the above USD 4,000,000 per year, should the insured sign a contract of:-

USD 9,000,000 over 3 years - USD 3,000,000 per year, the policy would pay USD 1,000,000 per year of contract signed. Total payable USD 3,000,000

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USD 6,000,000 over 2 years - USD 3,000,000 per year, the policy would pay USD 1,000,000 per year of contract signed. Total payable USD 2,000,000

USD 3,000,000 over 1 year - USD 3,000,000 per year, the policy would pay USD 1,000,000 per year of contract signed. Total payable USD 1,000,000

Alternatively, should the insured sign a contract of:-

USD 6,000,000 over 3 years - USD 2,000,000 per year, although the shortfall between the expected and actual contract is USD 2,000,000 per year, the policy will only pay USD 1,000,000 per year so the total payable is USD 3,000,000.

USD 6,000,000 over 1 year – There is no shortfall as the contract offer is greater than the USD 4,000,000 per year so no benefit will be payable.

In no event can the Insured make a claim under both Sections A & B of this policy. The maximum claim payable therefore being limited to USD 3,000,000 for the policy period

In relevant part, the policy defines "Aggregate Ascertained Net Loss" as follows:

Aggregate Ascertained Loss means the difference between the Offer as stated in the insuring agreement and the actual Compensation included in the largest Offer made by a Professional American Football Team or pro rata if a shorter or longer term. Noting the maximum payable is dependent up on the length in years of the Actual Offer.

It is understood and agreed that there can be no claim under this Insurance with respect to Section B if the Compensation made by a Professional American football team is greater than or equal to the **Offer**, as stated in the insuring agreement.

It is further understood and agreed that there can only be a valid and collectible claim under this Insurance if the **Offer** made by a Professional American Football Team is lower than the **Offer**, as stated in the insuring agreement. The amount payable will be dependent upon length in years of the Actual **Offer**.

To the extent that the claimed loss does may not fulfill the requirements of an "Aggregated Ascertained Net Loss" as set forth above and in the policy, UNDERWRITERS hereby fully reserves all of their rights and defenses. Nothing contained herein should be considered an admission of liability in this regard or a waiver of any rights or defenses.

The policy also contains the following potentially relevant definitions:

"Injury" means:

With respect to Interest under Section B, Accidental bodily injury sustained by the **Insured** during the period of this Insurance which requires:

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- i) the Insured to be placed on the official NFL Injured Reserve list,
- ii) medical treatment by a Physician,
- iii) in the opinion of the **Physician**, the **Insured's** Injury has negatively affected the **Insured's** skills permanently as a Professional American Football Player

Illness means:

With respect to Interest under Section B, Illness first manifested in the **Insured** during the period of this Insurance which requires:

- i) the Insured to be placed on the official NFL Injured Reserve list,
- ii) medical treatment by a Physician,
- iii) in the opinion of the **Physician**, the **Insured's** Illness has negatively affected the **Insured's** skills permanently as a Professional American Football Player

Physician means a licensed healthcare practitioner, other than the Insured or a member of the Insured's immediate family, providing services or treatment within the scope of his or her license.

Compensation means money, property, investments, loans, options or anything else of value, whether or not in cash, regardless of when paid, including, but not limited to, Salary and Signing Bonus included in an Offer made by a Professional American Football Team, including Performance, Roster and Reporting Bonuses

Salary means Compensation, regardless of when paid, for playing Football for a Professional American Football Team, excluding Signing, Reporting, Roster and Performance Bonuses

Signing Bonus means Compensation, regardless of when paid, for signing a contract with a **Professional American Football Team** or any other activity not contingent upon the Insured attaining or surpassing a particular level of performance

Reporting Bonus means Compensation, for reporting to training camp or any other activity not contingent upon the Insured attaining or surpassing a particular Level of performance

Roster Bonus means Compensation, for making the roster or any other activity not contingent upon the Insured attaining or surpassing a particular level of performance

Performance Bonus means Compensation, contingent upon the Insured attaining or surpassing a particular level of performance

Offer means a proposal to play Football for a **Professional American Football Team** made to the Insured or his agent/ representative within the policy period or within 15 months thereafter and being after the date of **Injury** or **Manifestation** of Illness (being the subject of a claim) whether signed and agreed by the Insured or otherwise.

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In the event that an **Offer** is made that is subject to the completion of a Professional American Football Team Physical;

i) If that physical was subsequently failed, then this will not count as an **Offer** according to the terms of the policy

ii) If the **Professional American Football Team** then reduces the **Offer** to the player solely due to the findings of the physical, then the new lower **Offer** will replace the original in all matters relating to the policy.

Professional American Football Team means a recognized Professional American Football Team.

UNDERWRITERS fully reserves all of their rights and defenses regarding the applicability of any and all of the above referenced policy definitions. Nothing contained herein shall be considered a waiver of any of those rights and/or defenses.

The policy contains the following potentially relevant Conditions and Other Provisions:

- If a claim is filed under this Insurance Underwriters reserve the right to require the
 Insured to be examined by Underwriters Physicians. The Insured agrees to cooperate and
 to submit to all reasonable medical tests Underwriters'
 physicians may require.
- It is understood and agreed that this Insurance is subject to receipt and approval by
 Underwriters of a copy of the Insured's most recent team physical, a satisfactory Medical
 History Questionnaire completed by the Insured and premium payment within 30 days
 from inception. These documents will attach to and form part of this Insurance.

13. It is understood and agreed that once a Professional American Football Team makes an Offer, it will be considered a valid Offer under this Insurance, even if the Offer is subsequently rejected or withdrawn or the Offer expires

15. If there are differences arising out of this Insurance and the Insured and Underwriters agree to arbitrate the differences, all differences arising out of this Insurance shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within 30 days after having been required in writing to do so by either of the parties. The two Arbitrators shall appoint an Umpire who shall sit with the Arbitrators and preside at their meetings. If the Arbitrators do not agree within 60 days of their appointment then the Umpire shall make the award within 60 days.

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If the parties agree on an Arbitrator the cost will be split equally between the parties. If the parties cannot agree on a single Arbitrator then each party will be responsible for the cost of the Arbitrator they have selected and will split equally the cost of the Umpire.

To the extent that you may not have fully complied with these provisions, UNDERWRITERS fully reserves all of its rights and defences. To the extent a physical examination may become necessary during the course of the investigation of this claim, UNDERWRITERS fully reserve all of their rights to utilize this particular clause. Nothing contained herein shall be deemed a waiver of UNDERWRITERS's rights and defenses pertaining to this particular clause.

To the extent that you have not fully complied with these provisions and may not have adequately provided proper proof of injury(ies), UNDERWRITERS fully reserves all of its rights and defenses. UNDERWRITERS fully reserves all of their rights and defenses regarding the applicability of any and all of the above referenced conditions. Nothing contained herein shall be considered a waiver of any of those rights and/or defenses. UNDERWRITERS requests that you provide a list of all physicians that have treated you over the past 4 years and sign and return the attached HIPAA compliant release and authorization to allow UNDERWRITERS to obtain all relevant medical documentation pertaining to your claimed injury.

The policy also contains certain potentially relevant exclusionary language, as follows:

- 1. The Insured;
 - (a) Being under the influence of alcohol, as defined by the motor vehicle laws of the state/province/country in which this Policy was delivered;
 - (b) Being under the influence of drugs or narcotics that are not lawfully available, unless prescribed for the **Insured** by a qualified **Physician**;
 - (c) Using any drugs or substances in violation of the rules or regulations of the governing body of the sport in which the **Insured** plays;
- 5. The **Insured's** use of performance enhancing substances, including but not limited to anabolic steroids, stimulants and corticosteroids, regardless of whether or not prescribed by a qualified health care practitioner;
- 6. Any practices or activities excluded by the **Insured's** professional sports contract in connection with his occupation as stated in the Schedule;
- 7. Conditions of psychotic, psychoneurotic or epileptic origin;
- 8. Osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons or ligaments.

14. The Insured is not placed on the Injured Reserve List in respect of Section B only

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UNDERWRITERS fully reserves all of its rights and defenses regarding the applicability of the above referenced policy exclusions. Nothing contained herein shall be considered an admission of liability and/or a waiver of either of the above referenced exclusions to coverage.

The policy also contains the following Exclusionary Endorsement:

It is hereby agreed and acknowledged that the ... Certificate shall:

Exclude any disorder of, injury to the spine, its intervertebral discs, nerve roots or supporting musculature.

UNDERWRITERS fully reserves all of its rights and defenses regarding the applicability of the above referenced policy endorsement. Nothing contained herein shall be considered an admission of liability and/or a waiver of either of the above referenced exclusions to coverage

CONCLUSION AND GENERAL RESERVATION

UNDERWRITERS is continuing their investigation in this regard pursuant to a full reservation of rights. UNDERWRITERS request the Insured's continued cooperation in providing the information and/or access to the information necessary for UNDERWRITERS to investigate and adjust this claim, including but not limited to the following:

- 1. A copy of all information provided during the placing of this risk to UNDERWRITERS;
- 2. A copy of any and all offers you received from any professional football team;
- 3. A complete list of all physicians that have treated you over the past 4 years; and
- 4. A completed HIPAA compliant medical authorization allowing Empirical Loss Management to obtain all necessary medical documentation.
- 5. A completed Agent Authorization allowing Empirical Loss Management to communicate with SureSports.

This list of requested information is not exhaustive and UNDERWRITERS reserves the right to supplement this list and request additional information if necessary. If you have any questions in this regard, please feel free to contact the undersigned directly.

This letter is not intended to be, nor shall it be construed as, a waiver by UNDERWRITERS of any of the terms or conditions of the subject policy of insurance. Furthermore, this letter is not intended to be, nor shall it be construed as, a waiver of any rights or defenses UNDERWRITERS has, or may have, whether those rights or defenses are based upon facts now known or to become known in the future, and whether legal or equitable in nature. Lastly, this letter is not intended to be, nor shall it be construed as, an admission of liability by UNDERWRITERS to any person or entity.

UNDERWRITERS reserves the right to amend the aforementioned reservations as additional information is developed through investigation. Under the circumstances, this letter is

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to make clear that any acts of investigation that are performed regarding this claim are done without prejudice to any of UNDERWRITERS' rights under the policy's provisions, conditions, limitations, exclusions and or endorsements including those stated in this letter and that this investigation is being conducted without a waiver of its rights.

UNDERWRITERS' position is based upon information and materials contained in their file at this time, and is not intended as an exhaustive recitation of all of the provisions of UNDERWRITERS' policy that might apply. UNDERWRITERS specifically reserves the right to amend or supplement the position taken in this letter based upon information not yet provided to or developed by UNDERWRITERS. All rights in connection with this loss are expressly reserved, whether asserted herein or not.

Sincerely,

Mary Ann Camp

Mary am Camp

Encl.

cc: Hanleigh, via email only, w/o enclosures

Suresports, via email only

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EXHIBIT "G"

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June 26, 2017

VIA EMAIL & MAIL

Empirical Loss Management, LLC ATTN: Mary Ann Camp 750 E Britton Road, Suite 100 Oklahoma City, OK 73114

Email:

RE: LOV Claim Form - Adrian Peterson - Policy

Dear Ms. Mary Ann Camp,

In your Letter, you state the only information provided regarding the Claim is a (i) Disability Insurance Claim Form, and (ii) copy of my NFL Contract. You further state that Certain Underwriters at Lloyd's London ("Underwriters") is aware that I signed a two-year contract with the New Orleans Saints on or around April 28, 2017 ("Saints Contract"), covering the 2017 and 2018 NFL Season, respectively. However, your cited information in the Letter surrounding the Saints Contract appears to be based on incorrect and/or incomplete information. An accurate description of the Saints Contract, and the amount of Compensation I may **potentially** receive, is provided below. Please be advised that the vast majority of the amounts provided below are (i) not **guaranteed**, (ii) based upon me achieving a number of milestones / incentives provided therein, and (iii) not cumulative (i.e. if first level milestone is reached, but surpassed so that I have obtained the second level milestone, I receive only the amount set forth for the second level, not the total amount for both the first level and second level):

Salary

- 2017 \$1,000,000 (guaranteed)
- 2018 \$1,050,000

Signing Bonus

• \$2,500,000 (guaranteed)

Reporting Bonus

- 2018 Per Game Active Bonus \$25,000 per game (\$400,000 total)
- 2018 53-Man Roster Bonus \$73,529 per week (may be increased based on incentives earned during 2017 NFL Season)
- 2018 Workout Bonus \$50,000

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Roster Bonus

• 2018 Roster Bonus – \$750,000 (due 3rd league day of 2018)

Performance Bonus

- Annual Rushing Yard Incentives
 - o 750 yards \$150,000
 - o 1,000 yards \$250,000
 - o 1,250 yards \$750,000
 - o 1,500 yards \$1,000,000
- Annual Touchdown Incentives
 - o 6 touchdowns \$250,000
 - o 8 touchdowns \$500,000
 - o 10 touchdowns \$750,000 (must lead NFL in rushing touchdowns to receive)
- Make Playoffs \$250,000
- Make Conference Championship \$500,000
- Make Super Bowl \$1,000,000

In sum, the Saints Contract contains (i) \$3.5 Million in guaranteed compensation, (ii) with the ability for me to earn up to \$15.25 Million in added incentives over the duration thereof based upon performance and remaining on the active roster. Because the majority of the Saints Contract is incentive-based, unless stated, the amounts above reflect non-guaranteed compensation, and shall not be deemed earned until I have reached the respective milestone(s). Hopefully, the above provides clarification regarding the terms surrounding the Saints Contract.

Furthermore, you state additional information and/or documentation is needed in order to assess my Claim. Such information / documentation is provided in addition with this response, and should you have any other questions or requests, please do not hesitate to contact me.

Sincerely,

Adrian Peterson

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EXHIBIT "H"

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PHONE: 405-241-9474 FAX: 405-212-4309

INDEX NO. 813400/2018

August 24, 2017

<u>VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED</u> AND VIA EMAIL

Mr. Adrian Peterson C/O Heitner Legal 1736 NE 7th St Fort Lauderdale, FL 33304

DECLINATION OF BENEFITS/COVERAGE

Re:

Assured

Thrivest Specialty Funding II, LLC.

Insured

Adrian Peterson

Certificate No .

Policy Period

June 22, 2016 through March 22, 2017

Dear Mr. Peterson:

As you are aware, we have been retained by Certain Underwriters at Lloyd's, London ("Underwriters") to investigate and adjust a Claim for benefits submitted by you. Underwriters issued Accident & Sickness Permanent Total Disability, Certificate No. **Control ("Policy"), to the Assured Thrivest Specialty Funding III, LLC and to you as the Insured for the period June 22, 2016 to March 22, 2017. The Policy provides benefits in the event of a Permanent Total Disability (Section A) or Loss of Value (Section B). The Policy does not allow a claim to be made under both Sections A and B at the same time. The Aggregate Limit of Liability is three million (\$3,000,000.00) dollars. Your occupation is listed as "NFL Player."

On June 8, 2017, you submitted a Claim through a Proof of Loss form for benefits under section B of the Policy for Loss of Value (LOV) to Hanleigh Management, Inc. The Proof of Loss indicates that you, while a running back for the Minnesota Vikings were tackled in a game against the Green Bay Packers on September 18, 2016, and sustained a right knee lateral meniscus tear that required surgical repair on September 21, 2016. Underwriters then submitted the claim to Empirical Loss Management, LLC. ("Empirical") on June 12, 2017, for investigation. Empirical sent a Reservation of Rights letter to you on June 15, 2017, advising that the Claim was being investigated and reserved all rights of Underwriters as the investigation continued. An evaluation of the Claim has been completed which included a review of the submitted claim forms, Policy and your NFL Player contract with the New Orleans Saints ("Saints").

PLEASE SEND ALL CORRESPONDENCE TO OUR HOME OFFICE.

CALIFORNIA OFFICE
23801 CALABASAS ROAD
SUITE 2025
CALABASAS, CA 91302

HOME OFFICE
750 E BRITTON ROAD
SUITE 100
OKLAHOMA CITY, OK 73114

NEW YORK OFFICE 150 BROADWAY SUITE 1200 NEW YORK, NY 10038 FILED: ERIE COUNTY CLERK 08/14/2019 04:18 PM INDEX NO. 813400/2018

At this time, we regret to inform you that for the reasons explained below and based upon the information obtained to date, Underwriters have determined that no benefits are payable to you or the Assured for the Claim, pursuant to the Policy terms and conditions.

We direct your attention to the relevant terms and conditions of the Policy as set forth below:

POLICY

Section B) - Loss Of Value

For his Aggregate Ascertained Loss, up to, but not exceeding the Limit of Indemnity, should the Insured not receive an Offer from a Professional American Football Team that Totals USD 12,000,000 or more of Compensation based on a 3 year contract (USD 4,000,000 per year irrespective of whether the contract is paid evenly over the number of years, for the purposes of this policy it is deemed to be paid evenly.) *or pro rata in the event of a short or longer duration contract.

Solely and directly as a result of Injury or Illness occurring during the period of Insurance, subject always to the terms, Warranties, Conditions and Exclusions contained herein or endorsed hereon. ...

Alternatively, should the insured sign a contract of:-

USD 6,000,000 over 1 year – There is no shortfall as the contract offer is greater than the USD 4,000,000 per year so no benefit will be payable.

PART TWO - DEFINITIONS

Aggregate Ascertained Loss

Means the difference between the Offer as stated in the insuring agreement and the actual Compensation included in the largest Offer made by a Professional American Football Team or pro rata if a shorter or longer term. Noting the maximum payable is dependent upon the length in years of the Actual Offer.

It is understood and agreed that there can be no claim under this Insurance with respect to Section B if the Compensation made by a Professional American football team is greater than or equal to the Offer, as stated in the insuring agreement. The amount payable will be dependent upon length in years of the Actual Offer.

8. Compensation

Means money, property, investments, loans, options or anything else of value, whether Or not in cash, regardless of when paid, including, but not limited to, Salary and Signing Bonus included in an Offer made by a Professional American Football

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OKLAHOMA CITY, OK 73114

NEW YORK OFFICE 150 BROADWAY SUITE 1200 NEW YORK, NY 10038 'ILED: ERIE COUNTY CLERK 08/14/2019 04:18 PM INDEX NO. 813400/2018

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Team, including Performance, Roster and Reporting Bonuses.

10. Signing Bonus

Means compensation, regardless of when paid, for signing a contract with a Professional American Football Team or any other activity not contingent Upon the Insured attaining or surpassing a particular level of performance.

11. Reporting Bonus

Means Compensation, for reporting to training camp or any other activity not Contingent upon the Insured attaining or surpassing a particular level of Performance.

12. Roster Bonus

Means Compensation, for making the roster or any other activity not Contingent upon the Insured attaining or surpassing a particular level of Performance.

13. Performance Bonus

Means Compensation, contingent upon the Insured attaining or surpassing A particular level of performance

14. Offer

Means a proposal to play Football for a Professional American Football Team made to the Insured or his agent/representative within the policy Period or within 15 months thereafter and being after the date of Injury Or Manifestation of Illness (being the subject of a claim) whether signed And agreed by the Insured or otherwise.

In the event that an Offer is made that is subject to the completion of a Professional American Football Team Physical;

- ii) If that physical was subsequently failed, then this will not count as an Offer according to the terms of the policy
- ii) If the Professional American Football Team then reduces the Offer to the player solely due to the findings of the physical, Then the new lower Offer will replace the original in all Matters relating to the policy.

Professional American Football Team **means a recognized Professional American**Football team.

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23801 CALABASAS ROAD
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OKLAHOMA CITY, OK 73114

NEW YORK OFFICE 150 BROADWAY SUITE 1200 NEW YORK, NY 10038 'ILED: ERIE COUNTY CLERK 08/14/2019 04:18 PM INDEX NO. 813400/2018

In order for benefits to be payable to you under the Policy, you would be required to establish that you sustained an "Aggregate Ascertained Loss" as defined in the Policy as a result of the Offer that you received from the Saints, a recognized Professional American Football team. In April, 2017 you accepted an Offer from the Saints to play professional football for the 2017/2018 and 2018/2019 seasons.

An Aggregate Ascertained Loss is the difference between the Offer stated in the Policy which is \$4.0 million per year for a three year contract (total \$12.0 mil) or pro rata for a contract that may have a shorter or longer term, and the Compensation that was included in the Offer made to you by the Saints. For example, if you had received an Offer from the Saints to play for three seasons with total Compensation, as defined in the Policy, of \$3.0 mil per year and assuming all other conditions in the Policy were met, you would have an Aggregate Ascertained Loss of \$1.0 million per year and would be entitled to benefits totaling \$3.0 mil. As a further example, if you had received an Offer from the Saints to play for two seasons with total Compensation, as defined in the Policy, of \$2.5. million per year and assuming all other conditions in the Policy were met, you would have an Aggregate Ascertained Loss of \$1.5 million per year and would be entitled to benefits totaling \$3.0 million.

Under the clear and unambiguous language in the Policy, Compensation is defined as and includes, amongst other terms, Salary, Signing Bonus, Performance Bonus, Roster Bonus and a Reporting Bonus. Each of these terms is also defined in the Policy as referenced above.

Under the terms of the NFL contract you entered into with the Saints, the total Compensation that you could earn in each of your two seasons is \$6.25 million per season/year or \$12.5 million in total for the two-year contract. Because the Offer from the Saints is greater than the Offer stated in the Policy, you have not sustained an Aggregate Ascertained Loss and thus, no benefits are payable to you or the Assured under the Policy.

This denial of benefits/coverage is based upon the information and documents obtained during our investigation of this matter. This denial of benefits/coverage is without prejudice to Underwriters' right to assert any other Policy defenses that exist presently, or that may be applicable upon further investigation. Underwriters further reserve all of their rights and interests under the Policy and at law and do not waive any of the Policy terms, conditions, exclusions and endorsements with regard to this coverage determination. Any further action taken by or on behalf of Underwriters in connection with the Policy shall not be construed as a waiver of any policy terms or conditions, nor of any rights or interests under the Policy. Additionally, no act or omission of any agent, servant or employee of Underwriters shall be deemed to constitute a waiver or estoppel with respect to any of Underwriters' rights or interests under the Policy, at law, or in equity.

PLEASE SEND ALL CORRESPONDENCE TO OUR HOME OFFICE.

CALIFORNIA OFFICE 23801 CALABASAS ROAD SUITE 2025 CALABASAS, CA 91302 HOME OFFICE
750 E BRITTON ROAD
SUITE 100
OKLAHOMA CITY, OK 73114

New York Office 150 Broadway Suite 1200 New York, NY 10038 ILED: ERIE COUNTY CLERK 08/14/2019 04:18 PM INDEX NO. 813400/2018

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The wording, punctuation and form expressed in your Policy of insurance take precedence over this or any other letter we prepare where excerpts from the Policy are quoted. Please refer to your Policy and applicable endorsements. This letter is not meant to change any wording or meaning in the policy of insurance issued by Underwriters.

If you have any questions or comments regarding the contents of this letter, or if you have any information or documents that would impact upon or cause Underwriters to alter or reconsider their coverage position, please contact the undersigned immediately.

Very truly yours,

Mary Ann Camp

Direct Dial

CC:

Alan Wilmot

Mary am Camp

Graham Southall via email only, graham couthall@crumping.com

Dominique Zelaya email only, Palaya @curecoartelanding.com

PLEASE SEND ALL CORRESPONDENCE TO OUR HOME OFFICE.

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EXHIBIT "I"

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Alan Wilmot, Esq. Tel. 281.851.9570 alan@heitnerlegal.com

September 12, 2017

VIA EMAIL

Empirical Loss Management, LLC ATTN: Mary Ann Camp 750 E Britton Road, Suite 100 Oklahoma City, OK 73114

Email:

RE: Request To Review - LOV Claim Form - Adrian Peterson - Policy # Removed Property

Dear Ms. Mary Ann Camp,

This correspondence is in response to your letter dated August 24, 2017 regarding Policy # PCL 2016 (the "Policy"), wherein you state that Mr. Peterson's Claim submitted through a Proof of Loss form for benefits under Section B of the Policy for Loss of Value based upon an injury sustained on September 18, 2016 has been denied ("Declination Letter"). The purpose of this correspondence is to seek review of the factors contemplated in issuing the Declination Letter and to inform you of Mr. Peterson's decision to formally contest the decision made therein.

The Declination Letter cites to relevant terms, conditions, and definitions contained in the Policy, and concludes that Mr. Peterson's Claim was denied based on the belief he did not sustain an Aggregate Ascertained Loss, because his Offer received from the New Orleans Saints is greater than the Offer stated in the Policy. Regarding Aggregate Ascertained Loss, in order to qualify for coverage under the Policy, the Offer received by Mr. Peterson must be less than a total of USD \$12,000,000 based on a three (3) year contract (i.e. USD \$4,000,000 per year, irrespective of whether the contract is paid evenly over the number of years), and the Policy further states, *inter alia*,

It is understood and agreed that there can be no claim under this Insurance with respect to Section B if the Compensation made by a Professional American football is greater than or equal to the Offer, as stated in the insuring agreement.

It is further understood and agreed that there can only be a valid and collectible claim under this Insurance if the Offer made by a Professional American Football Team is lower than the Offer, as stated in the insuring agreement. The amount payable will be dependent upon length in years of the Actual Offer.

Compensation is defined to include "Salary and Signing Bonus included in an Offer made by a Professional American Football Team, including Performance, Roster and Reporting

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Bonus." However, based upon the Declination Letter – wherein you state the Offer received by Mr. Peterson is two (2) years at USD \$6,250,000 per season, or USD \$12,500,000 in total – it appears that you have misinterpreted the actual base value of the contract executed between Mr. Peterson and the New Orleans Saints ("Contract") for the purpose of determining his Compensation thereunder. A breakdown of the dollar values contained in Mr. Peterson's Contract is provided below:

- Salary
 - o 2017 USD \$1,000,000 (Guaranteed)
 - o 2018 USD \$1,050,000 (Non-Guaranteed)

Total Salary under Contract - USD \$2,050,000 (USD \$1,000,000 Guaranteed)

- Signing Bonus USD \$2,500,000 (Guaranteed)
- Reporting/Workout Bonus
 - o 2017 N/A
 - o 2018 USD \$50,000 (Non-Guaranteed)

Total Reporting/Workout Bonus under Contract – USD \$50,000 (Non-Guaranteed)

- Roster Bonus
 - o 2017 N/A
 - 0 2018
 - Ninety (90) Man Roster Bonus USD \$750,000 (Guaranteed if on Club's Ninety (90) Man Roster on third (3rd) day of 2018 NFL League Year)
 - Forty-Six (46) Man Active Roster Bonus total USD \$400,000 (Payable in installments of USD \$25,000 for each game Mr. Peterson is a member of the Club's Forty-Six (46) Man Active Roster if not on active roster, does not receive payment)
 - Weekly Roster Bonus total USD \$1,250,000 (Payable in installments of USD \$73,529.41 for each week Mr. Peterson is a member of Club's (i) 53-Man Active/Inactive Roster; (ii) Reserved/Injured List; or (iii) Reserve/PUP List if not on any of the foregoing, does not receive payment)

Total Roster Bonus under Contract – USD \$2,400,000 (Non-Guaranteed)

- Performance Bonus
 - 0 2017
 - Rushing Yards Bonus total USD \$1,000,000 (based on four (4) tiers of performance, from which the maximum bonus amount received thereunder is USD \$1,000,000)

215 Hendricks Isle, Fort Lauderdale, FL 33301 P: 954.558.6999 • F: 954.927.3333 www.HEITNERLEGAL.com NYSCEF DOC. NO. 6 ase 2:19-cv-00246-CFK Document 37 Filed 02/21/19 Page 27 vef 104 SCEF: 08/14/2019

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- Touchdown Bonus total USD \$750,000 (based on three (3) tiers of performance, from which the maximum bonus amount received thereunder is USD \$750,000)
- Club/Individual Performance Bonus total USD \$1,000,000 (based on three (3) tiers of performance, from which the maximum bonus amount received thereunder is USD \$1,000,000)
- 0 2018
 - Rushing Yards Bonus total USD \$1,000,000 (based on four (4) tiers of performance, from which the maximum bonus amount received thereunder is USD \$1,000,000)
 - Touchdown Bonus total USD \$750,000 (based on three (3) tiers of performance, from which the maximum bonus amount received thereunder is USD \$750,000)
 - Club/Individual Performance Bonus total USD \$1,000,000 (based on three (3) tiers of performance, from which the maximum bonus amount received thereunder is USD \$1,000,000)

Total Performance Bonus under Contract – USD \$5,500,000 (Non-Guaranteed)

Based upon the foregoing, it follows that the Contract carries a total guaranteed amount of only USD \$3,500,000, and that Mr. Peterson may be released therefrom without further Compensation at any time during the Contract. Furthermore, according to numerous reports by NFL Insiders and experts with express knowledge of the interworking of NFL contracts, Mr. Peterson's Contract value is for two (2) years at USD \$3,500,000 per season, or USD \$7,000,000 in total. A breakdown reflecting how this amount is calculated is provided below¹:

Year	Base Salary (Guaranteed)		Cap			
		Prorated	Roster	Workout	Other	Number
2017	\$1,000,000 <i>\$1,000,000</i>	\$1,250,000	\$0	\$0	\$0	\$2,250,000
2018	\$4,750,000	\$1,250,000	\$2,400,000	\$0	\$0	\$4,750,000
Total	\$5,750,000	\$2,500,000	\$2,400,000	\$0	\$0	\$7,000,000

¹ See https://overthecap.com/player/adrian-peterson/1753

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See also Spotrac.com²:

CONTRACT TERMS: 2 yr(s) / \$7,000,000						AT SIGN: 500,000	TOTAL GTD: \$3,500,000	FREE AGENT: 2019 / UFA CASH DETAILS	
					BONUS BREAKDOWN		CAP DETAILS		
2017	+	32	\$1,000,000	\$1,250,000			\$2,250,000	\$3,500,000	\$3,500,000 (\$3,500,000)
2018	+	33	\$1,050,000	\$1,250,000	\$2,400,000	\$50,000	\$4,750,000	\$1.250,000	\$3,500.000 (\$7,000,000)

See also NFL.com³:

The face of the Minnesota Vikings for a decade finalized a two-year deal with the New Orleans Saints that will pay Peterson \$7 million, NFL Network Insider Ian Rapoport reported, via a source informed of the situation.

See also Tweets via Josina Anderson⁴:





Adrian Peterson tells me he plans to sign with the #Saints on a 2 yr deal, effectively a (1 + 1op) term worth a base value of \$7M. (Cont.)

5:45 AM - Apr 25, 2017

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² http://www.spotrac.com/nfl/new-orleans-saints/adrian-peterson-4753/

³ http://www.nfl.com/news/story/0ap300000802102/article/adrian-peterson-saints-finalize-twoyear-contract

⁴ https://twitter.com/JosinaAnderson (see also http://espnmediazone.com/us/bios/josina-anderson/) ("Josina Anderson is a National NFL Insider and reporter for ESPN. She primarily appears on NFL Live, NFL Insiders, Sunday NFL Countdown and SportsCenter. Her role spans enterprise feature reporting, serving as a game-day reporter for Countdown, and regular in-studio appearances on NFL Insiders.")

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See also Overthecap.com5:

Adrian Peterson signed a two year, \$7 million contract with the Saints. According to Curtis Crabtree of PFT, Peterson received a \$2.5 million signing bonus and will received a \$750,000 roster bonus on the 3rd day of the 2018 league year

See also SI.com (citing ESPN)6:

According to ESPN, Peterson signed a two-year deal with a base value of \$7 million - the contract is essentially a one-year, \$3.5 million deal, since there is no guaranteed money for 2018.

As such, the conclusion that Mr. Peterson received an Offer of two years / \$12,500,000 is inaccurate. The base value of the Contract is USD \$7,000,000, and no other additional monies should be included or contemplated therein. Thus, Mr. Peterson has sustained an Aggregate Ascertained Loss of USD \$500,000 per year contained in the Contract, and the total amount payable to him under the Policy is USD \$1,000,000.

Based on the foregoing, Mr. Peterson contests your denial of coverage under the Policy, and seeks formal review of the determination set forth in the Declination Letter based on the information set forth herein. Should this matter not be resolved, Mr. Peterson reserves his right under Section 15 of the Policy to seek arbitration of all differences arising pursuant to his Claim. Should you have any questions or requests, or wish to engage in discussion regarding the merits behind your Declination Letter or this response, please do not hesitate to contact me.

Sincerely.

Alan Wilmot, Esq.

⁵ See FN. 1

⁶ https://www.si.com/nfl/2017/04/25/adrian-peterson-signs-saints-contract

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EXHIBIT "J"

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September 25, 2017

Mathew P. Ross (914) 872-7487 (direct) Mathew.ross@wilsonelser.com

VIA EMAIL & CERTIFIED MAIL RETURN RECEIPT REQUESTED

Heitner Legal 215 Hendricks Isle Fort Lauderdale, Florida 33301 Attn: Alan Wilmot, Esq.

Re: Assured

Thrivest Specialty Funding II, LLC.

Insured Certificate No . Adrian Peterson

Policy Period

June 22, 2016 through March 22, 2017

Dear Mr. Wilmot,

We have been retained by Certain Underwriters at Lloyd's, London ("Underwriters") subscribing to Accident & Sickness Permanent Total Disability, Certificate No. **Total Control of the denial of the Policy") to respond to your letter dated September 12, 2017, requesting a review of the denial of benefits for Loss of Value for your client, Adrian Peterson (Insured), as indicated in the Declination Letter dated August 24, 2017, sent to you from Empirical Loss Management, LLC.

In your letter you dispute Underwriters' finding that Mr. Peterson did not sustain an Aggregate Ascertained Loss, because his Offer received from the New Orleans Saints is greater than the Offer stated in the Policy. You suggest that Mr. Peterson's compensation for the 2017 and 2018 seasons totals USD \$3,500,000 per season, or USD \$7,000,000 in total. You specify that included in this total compensation is Mr. Peterson's base salary of \$1,000,000 for the 2017 season, \$2,500,000 sign on bonus for the 2017 season, \$1,050,000 base salary for the 2018 season, \$2,400,000 Roster Bonus for the 2018 season and a \$50,000 Reporting Bonus for the 2018 season. You did not include in Mr. Peterson's total compensation, the \$5,500,000 Performance Bonus for the 2017 and 2018 seasons because you appear to suggest that same was classified as a "Non-Guaranteed" Bonus.

After careful consideration, Underwriters' opinion remains unchanged and no benefits are payable to Mr. Peterson, pursuant to the Policy terms and conditions.

1133 Westchester Avenue • White Plains, NY 10604 • p 914.323.7000 • f 914.323.7001

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While you rely on numerous sports news and social media outlets to support your determination of Mr. Peterson's total compensation for the 2017 and 2018 seasons, your conclusion is misplaced. The wording, punctuation and form expressed in the Policy provided to Mr. Peterson is what is

controlling and determinative as to whether benefits are payable under the Policy; not what any sports news or social media outlet or person may claim is the compensation afforded to Mr. Peterson. It is clear that the plain and unambiguous terms of the Policy control. Here, the Policy was issued to Mr. Peterson in Pennsylvania. When the language of an insurance policy is plain and unambiguous, a court is bound by that language. Pennsylvania Nat. Mut. Cas. Ins. Co. v. St. John, 630 Pa. 1, 23, 106 A.3d 1, 14 (2014). The definition of Compensation is clear that it includes all Salary and all Bonuses; each of which are specifically and unambiguously defined in the Policy. There is no distinction between what you refer to as "Non-Guaranteed" Compensation and guaranteed Compensation. Specifically, you did not account for the Performance Bonus as part of Mr. Peterson's Compensation for the 2017 or 2018 season because it is "Non-Guaranteed" Compensation, yet, you recognize and include Roster Bonus and Reporting Bonus for the 2018 season, even though such are also "Non-Guaranteed" Compensation.

The Policy does not distinguish between what you consider to be guaranteed versus "Non-Guaranteed". Rather, the Policy makes it clear that Compensation equals non-guaranteed Compensation and guaranteed Compensation. Here, the highest Offer that Mr. Peterson accepted was from the New Orleans Saints which included: Salary, Sign on Bonus, Roster Bonus, Reporting Bonus and Performance Bonus, all of which together provide Compensation that far exceeds \$7,000,000. Regardless of what sports news and social media outlets and personnel contend, the Policy is clear and controlling and includes both "Non-Guaranteed" Compensation and guaranteed Compensation.

We direct your attention to the relevant terms and conditions of the Policy as set forth below:

POLICY

PART TWO - DEFINITIONS

8. Compensation

Means money, property, investments, loans, options or anything else of value, whether Or not in cash, regardless of when paid, including, but not limited to, Salary and Signing Bonus included in an Offer made by a Professional American Football Team, including <u>Performance</u>, <u>Roster and Reporting Bonuses</u>.

10. Signing Bonus

Means compensation, regardless of when paid, for signing a contract with a Professional American Football Team or any other activity not contingent Upon the Insured attaining or surpassing a particular level of performance.

11. Reporting Bonus

Means Compensation, for reporting to training camp or any other activity not

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Contingent upon the Insured attaining or surpassing a particular level of Performance.

12. Roster Bonus

Means Compensation, for making the roster or any other activity not Contingent upon the Insured attaining or surpassing a particular level of Performance.

13. Performance Bonus

Means Compensation, contingent upon the Insured attaining or surpassing A particular level of performance

14. Offer

Means a proposal to play Football for a Professional American Football Team made to the Insured or his agent/representative within the policy Period or within 15 months thereafter and being after the date of Injury Or Manifestation of Illness (being the subject of a claim) whether signed And agreed by the Insured or otherwise.

Based on the plain text and terms of the Policy, it is clear that the term "Compensation" includes not only Salary, Roster Bonus, Sign on Bonus, Reporting Bonus, but also Performance Bonus, which you chose to disregard and leave out of Mr. Peterson's total Compensation simply because media outlets chose not to calculate Mr. Peterson's Performance Bonus when they were reporting on the offer that Mr. Peterson accepted from the New Orleans Saints and because such Bonus is contingent upon Mr. Peterson attaining a particular level of performance. Nevertheless, you acknowledge the Roster Bonus and Reporting Bonus are part of Compensation; even though those are contingent upon Mr. Peterson reporting to training camp or any other activity and for making the roster.

Clearly, the \$5,500,000 Performance Bonus is included in Mr. Peterson's Offer and must be included in his total Compensation. Thus, Mr. Peterson's total Compensation for the 2017 and 2018 seasons combined totals \$12,500,000. Because the Offer from the Saints is greater than the Offer stated in the Policy, Mr. Peterson has not sustained an Aggregate Ascertained Loss and thus, no benefits are payable to him or the Assured under the Policy.

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For the foregoing reasons, Underwriters' decision remains unchanged and no benefits are payable to the Assured or Insured, pursuant to the Policy terms and conditions.

Very truly yours,

Wilson Elser Moskowitz Edelman & Dicker LLP

Mathew P. Ross

Cc:

Empirical Loss Management, LLC.

Attn: Mary Ann Camp